



February 7, 2017

Public Comment

SIGN IN SHEET

6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	R. LAIVE TAMARA MASCIERI	"To Talk Trash"
2	MASCIERI	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



**PUBLIC HEARING
SIGN IN SHEET
OCONEE COUNTY COUNCIL MEETING
DATE: February 7, 2017 6:00 p.m.**

Ordinance 2016-39 "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 8 OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE CAPITAL PROJECTS ADVISORY COMMITTEE, AND OTHER MATTERS RELATED THERETO"

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

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Public comment during a public hearing is not limited to four minutes per person.

Sign-in sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29591.

Please PRINT your name

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PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: February 7, 2017 6:00 p.m.

Ordinance 2016-40 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS, AND OTHER MATTERS RELATED THEREJO"

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Every one speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to resolve business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 418 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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Photos taken ^(trash) Dec. + Jan. before

cleanup

Between Tri Star + Trappac Circle

1/23/17 + 1/25/17









From

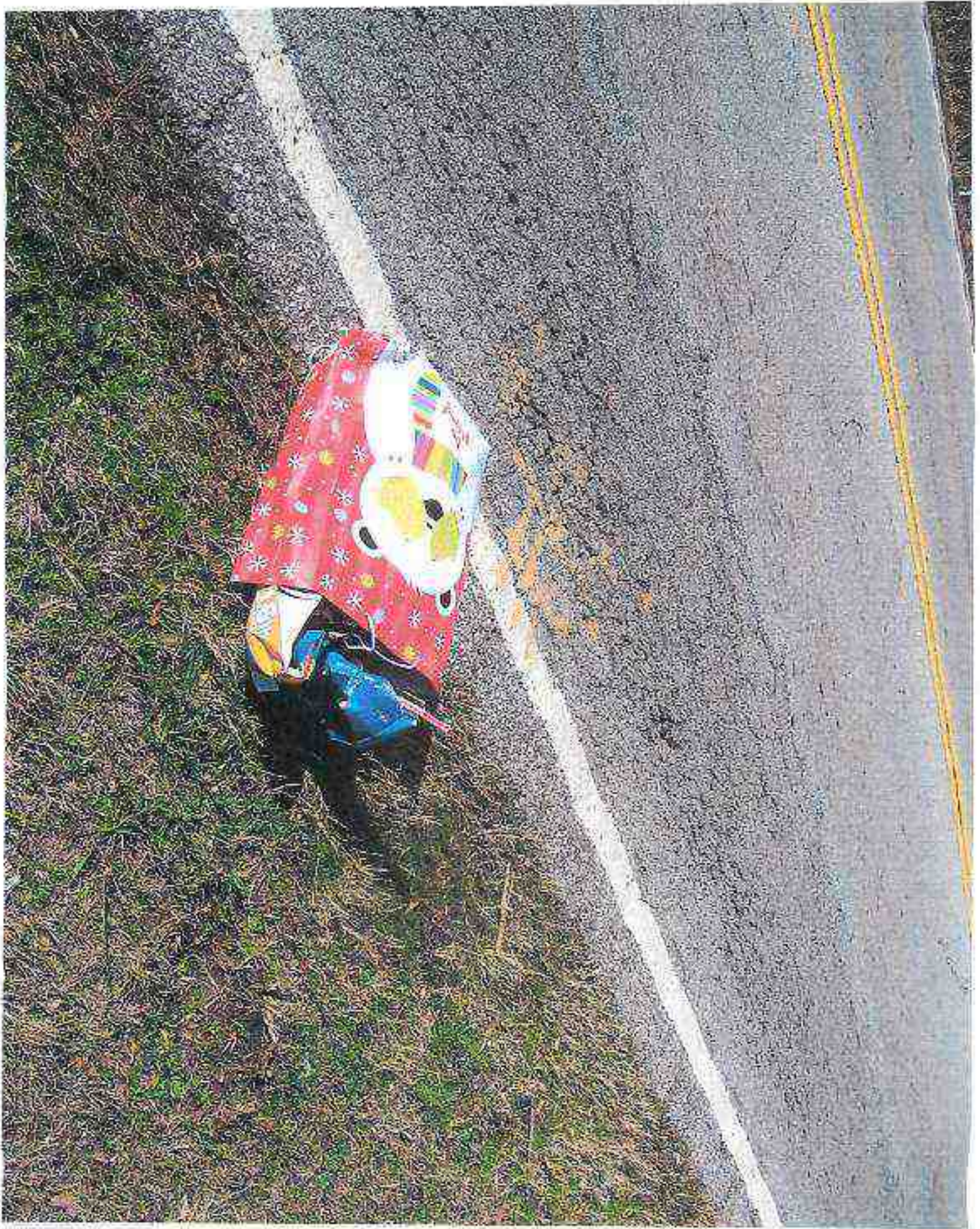
D. Smith
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D. Smith
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Schlitz

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COTTON
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Order will be to

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307P

123 | 17

5:00 PM

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Box

The Stand (part)

Boxed for (Cable)

Photos taken after cleanup /
with in three days -

Feb. 3, 2017

Between Tree Stave & Tugboat Center

2










1. Task is to be done by the end of the month of July 2017
2. Task is to be done by the end of the month of July 2017
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8. Task is to be done by the end of the month of July 2017
9. Task is to be done by the end of the month of July 2017
10. Task is to be done by the end of the month of July 2017

Letters to 
Journal
Beginning Jan. 18,
2017

for a 20-day period
concerning trash on
Deonee Roadway

Willie,

My husband and I travel to Clemson several times a week. We have witnessed trash blowing out of truck beds, trailers, dump trucks, etc. Some of these have loose tarps covering their trash. It has been a really long time since I have seen a person throwing trash out of a vehicle. There should be stricter and enforced laws for trash being lost on our highways.

Willie says:

Ha! Ha! That's a funny visual you called up there! I pictured a little man standing in the truck bed pitching litter over the backend of the truck as it rolls along the highway. You're

ng (th

Willie,

The Mill Hills in Walhalla are in terrible condition. Where is the owners' pride? Junk and trash are everywhere. There should be laws about this.

Willie says:

Folks with landscapes of junk and trash must not have any pride in where they live. As far as laws, even if there are any someone has to enforce them. Every year there is a day set aside called Earth Day. This year it's going to be April 22. As far as I'm concerned every day should be Earth Day. Sure, you can't solve the problems of

do nothing kids should also go to work. Even a baby can crawl around picking up discarded beer cans and condoms. And if a toddler gets run over by one of our local working, productive meth cooksers well, you and your Christian friends can just say that was God's will, as you always do. The tot would probably grow up to be a welfare leech anyway like the entire state of South Carolina, which collects more money from the federal government every year than it sends back in taxes.

Willie says:

Learn to read. I did NOT agree with the reader who said folks on welfare should have to pick up litter to earn their keep. What I said was: "First off, lots of people wouldn't be physically capable of that kind of labor. However, a lot could do work. What if in order to receive unemployment and welfare you had to be looking for a job and in the meantime would be required to do jobs within the city/county/state offices similar to the job(s) you were seeking? That might be a neat idea." Now to your comment ... babies wouldn't have to crawl around picking up beer cans and condoms if you'd stop tossing them

Willie,

You and a reader recently agreed that people on welfare should be forced to pick up roadside litter. Great idea, but it doesn't go far enough. Many people on welfare are single mothers, so their lazy,

**WE TAKE
BEING DED
OUR CUSTO
COMM**

Willie,

This is a letter I sent to Keep Oconee Beautiful Association.

"Dear Director, For the last two months, I have been absolutely appalled at the roadside debris along our county's highways. Traveling on routes 189, 193,

76 and 123 is so disappointing and, quite frankly, disgusting. I cannot believe what is happening to our beautiful Upstate roadsides with all this litter. Keeping in mind the good things I hear about your organization and what you are trying to accomplish has made me aware and I want to volunteer to help! I am thinking of sending a copy of this letter to The Journal (Dear Willie) to ask for assistance with constant awareness of your program and commitment. Please call me with suggestions on how I, as a very proud Oconee resident, can help your organization. Thank you." Willie, thanks for all you do for our community. I enjoy your column! Please print my letter in the Journal if possible. Maybe it will do some good!

Willie says:

Good for you! You see a problem and are willing to put some sweat equity into solving it. Keep Oconee Beautiful Association organizes anti-littering activities focused on education of the public and beautification of our surroundings. KOBA is a 501(c) 3 organization whose mission is to restore the beauty of Oconee County through education, awareness, cooperation and action. In case other readers would like to volunteer to help KOBA like you want to, here is their contact information. KOBA, P.O. Box 1491, Seneca, SC 29679. 864-47-4583.

Willie,

I was on my way home from work Friday when I noticed what looked like a full bag of trash lying against the curb on W. North 1st Street near the Seneca Pawn Shop. My first thought was to turn around and pick it up, but my second thought was of some recent folks trying to do similar good deeds only to be hit by other drivers. I decided it best to leave it for the ones better prepared to be out in moving traffic. Monday on my way back to work, I noticed the bag still in the same area only having been hit I'm assuming several times. Trash now up and down the road from the ripped bag. It's just hard to believe that some city official, whether it be a police officer or any other employee that must have passed this bag many times over the weekend did not handle this or contact the right person to handle it. Thanks.

Willie says:

The first question that pops into my mind reading your story is, "Why was that bag of trash there in the first place?" Folks are only supposed to put out their trash when it's due to be collected that day. Sitting out from Friday to Monday obviously isn't waiting for same-day trash pickup! By the time the bag gets run over and spread out over half the county, it becomes not only an eyesore, but also a traffic hazard. Let's just hope by the time this gets run in my column somebody has taken responsibility and gotten it picked up!

Willie,

Shame, shame, shame on all who drive or ride around and litter the streets, roads and land throughout our area, state and country. It's a disgrace that human beings are so lazy and without conscience that they cannot place their waste in the proper place or cover their trash, recyclables or materials when being transported. We need better law enforcement in place everywhere in the USA, and that includes Wells Highway and the surrounding neighborhoods in Seneca and all of the Upstate. It appears as if a plane has dropped tons of garbage from the air.

Citizens, just stop looking at your mobile phones the next time you're driving, walking or running to take a brief glance in the ditches, your own street sidewalk, roadsides or our many public parks and boat ramp areas! Be sure to have at least several 55-gallon trash bags with you. You will need it, if you want to pitch in and clean up the shame. Better yet, if you see someone littering or without tarps over trash and materials, report them. That would be a great time to use that phone and camera.

Willie says:

You sound so reasonable! Let's review how easy it would be to keep our gorgeous Golden Corner free of trash. 1) Have a wastebasket or plastic bag in your vehicle. Put any and all trash and litter in it. (P.S. Outdoors is not a trashcan like you might have thought.) 2) Once in a while get out (with that 55-gallon black trash bag) and pick up any trash other dumb people

Willie,
Why can't fines be imposed for people who want to litter our highways? When was the last time someone got a fine

and how much was it? Can you make payments on a fine when you get fined? If you could, the county would probably be richer and cleaner. You know people haven't got much money these days and \$1,000 fine on littering is extraordinary. But if you make payments on it a month, he might not litter no more. I know I wouldn't cuz I'm poor. You have a happy day, and I'm a trash warrior. All I got are cameras that pick up license numbers and I see the trash going out in my yard when it goes. I got 'em all on file, and I'm waiting. Alrighty, you have a great day.

Willie says:

It's human nature that folks in the habit of bad behavior won't stop that bad behavior until there are some bad consequences attached to it. Ordinance No. 2004-29, the Litter Control Ordinance of Oconee County, SC, says that "any person violating the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction shall be fined not less than \$100 nor more than \$500 for each offense plus court costs (or thirty (30) days in jail, or both). As punishment, the court may also direct litter-gathering labor as appropriate under the supervision of the court. In addition, the court may order any person violating the provisions of this article to pay restitution to the county or to the victims for the costs of removing or abating such litter. The Magistrate's Court shall have jurisdiction to enforce this Ordinance." Keep on being a trash warrior and keep up the good work!

Willie,

About the trash on the road, why don't they put



the prisoners out and let them pick it up. Anyone

caught throwing trash out, make them pick it up for a week or a month or longer.

Stop fussing about Donald Trump winning the election. Pray that God will help him be a good president. They are fussing that maybe Trump may bring the jobs back, and they will have to go to work and have no welfare.

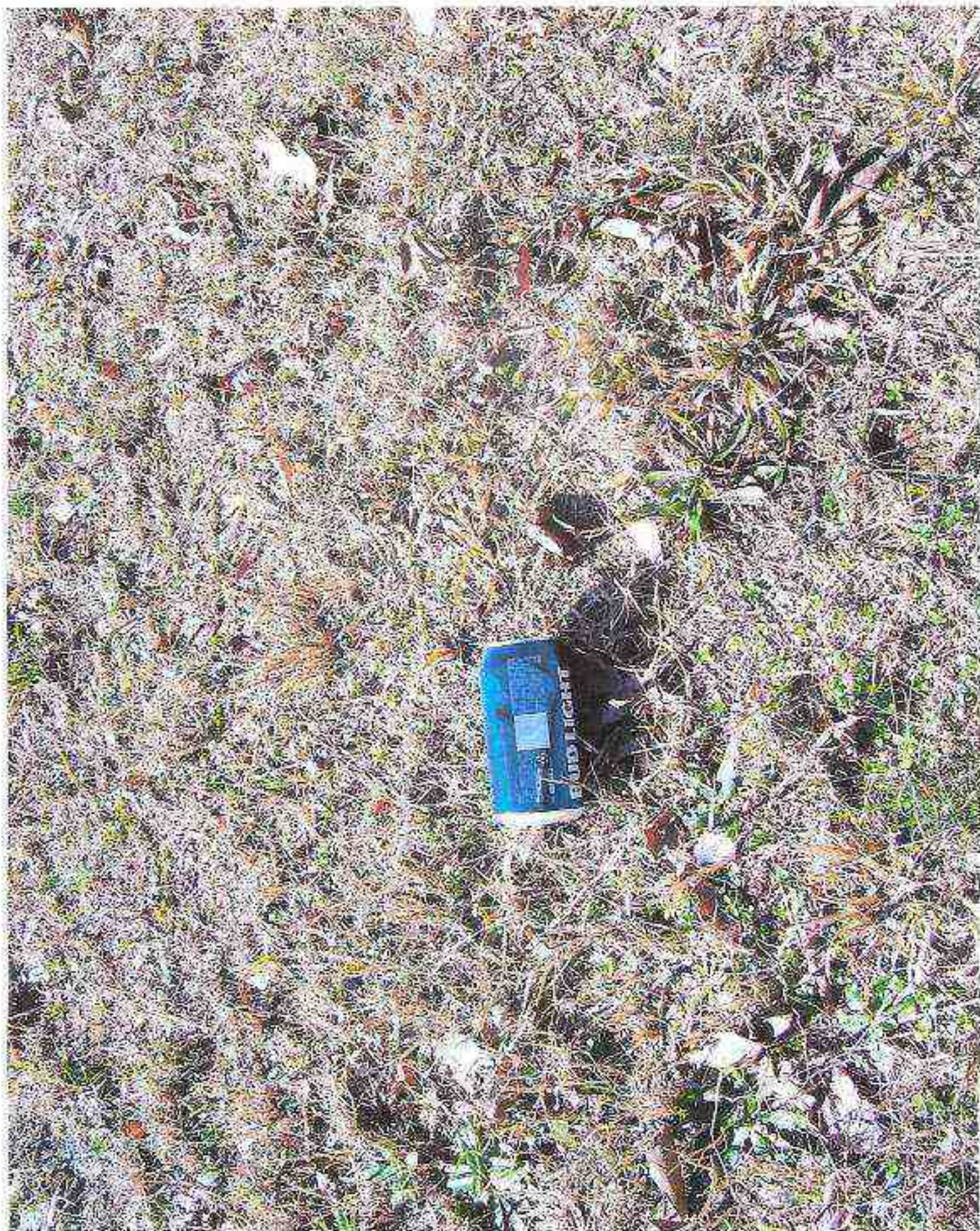
Willie says:

The Oconee County Sheriff's Office has a monthly newsletter online called "Latest News" put out by Oconee County Sheriff Mike Crenshaw. Last spring the sheriff talked about the litter problem. He said, "the inmates will be wearing yellow vests and signs will be posted on the side of the road clearly marking the area where the inmate litter detail and pickup was going on. Sheriff's Office vehicles will be clearly marked as well. Please slow down and drive carefully in these areas for the safety of all. The Sheriff's Office will be participating in the Zero Tolerance for Litter campaign again this year. Sheriff Crenshaw asked officers to continue to be vigilant about litter enforcement. Also, in 2014 the Sheriff's Office began participating in the Adopt-a-Highway program by adopting a portion of Highway 11 in Picket Post. Deputies and their family members have participated." Oh Willie thinks that having inmates get out and help beautify our roadways is a fantastic use of county resources. I'm real proud that the Sheriff's Office has adopted a highway. I sure hope they keep doing that every year!

Photos
(Strawberry Farm Rd.
taken from front)

Richard Baptist Church
to the recycling center
Feb. 5th

4.



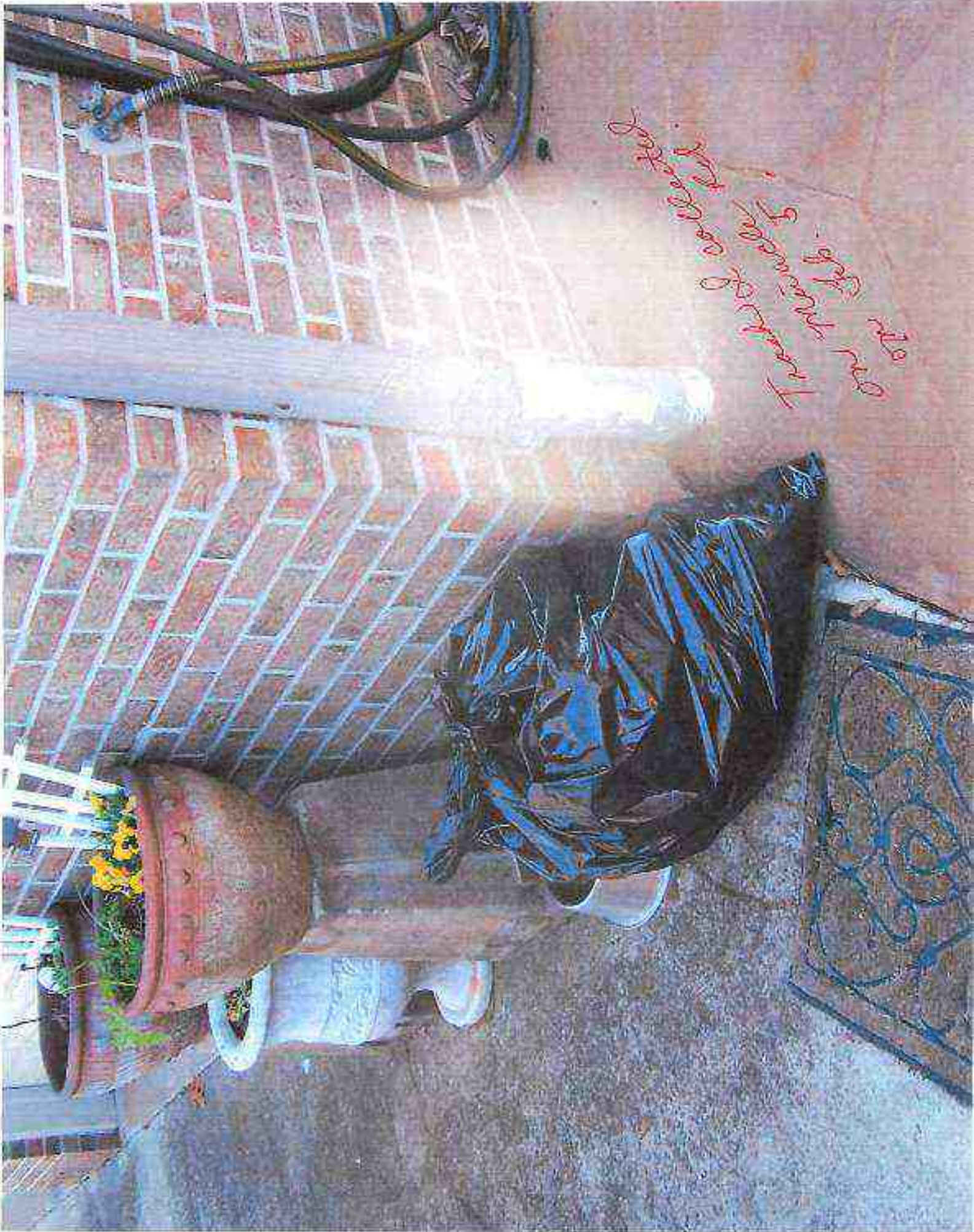








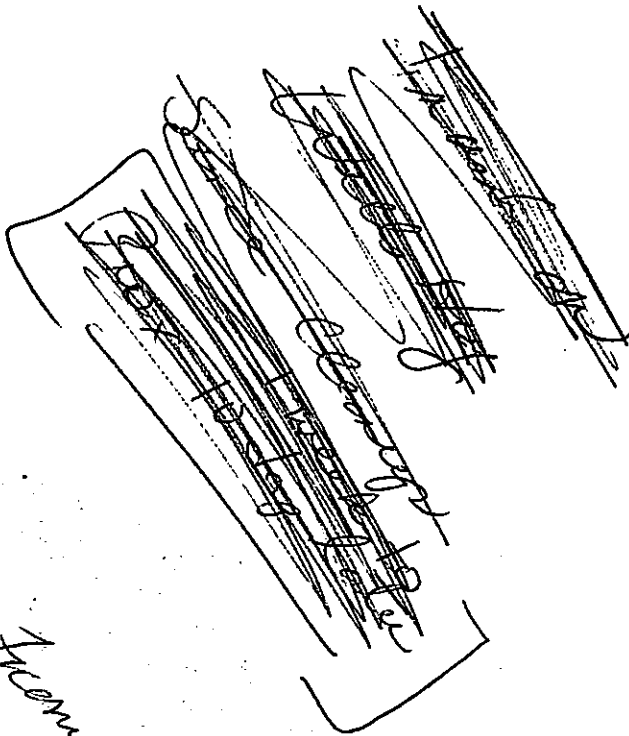




Handwritten red text on the wall:
I am not a
person
and I

213/17
Jared

From
Jared Hill
Niles & Byrd
Dairy - Strawberry
Cave
Jared Hill





A G E N D A
OCONEE COUNTY COUNCIL MEETING
February 7, 2017
6:00 PM
Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session *[Limited to a total of forty (40) minutes, four (4) minutes per person.]*

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- January 17, 2017 Regular Meeting

Administrator Report & Agenda Summary

Public Hearings for the Following Ordinances

Ordinance 2016-39 "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 8 OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE CAPITAL PROJECTS ADVISORY COMMITTEE, AND OTHER MATTERS RELATED THERETO"

Ordinance 2016-40 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS; AND OTHER MATTERS RELATED THERETO"

Third & Final Reading of the Following Ordinances

Ordinance 2016-39 *[see caption above]*

Ordinance 2016-40 *[see caption above]*

Second Reading of the Following Ordinances

Ordinance 2017-04 "AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE OCONEE COUNTY REGIONAL AIRPORT; AND OTHER MATTERS RELATED THERETO."

First Reading of the Following Resolutions

Resolution 2017-01 A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY IN OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO.

Council's meetings shall be conducted pursuant to the South Carolina Practice of Intergovernmental Relations and the Model Rules of Parliamentary Procedure for South Carolina Counties. This agenda may not be reflective of all items which Council may bring up for discussion at this meeting. Items are listed on Council's agenda in good faith notice of the subject and those to be discussed, acted upon, referred to committees and/or dependant during the meeting. Items listed on Council's agenda may be taken for, added, postponed, non-moved, referred to committee (as long as it is provided for under Council's Rules and Model Rules of Parliamentary Procedure for South Carolina Counties, listed below, if not specified under Council's rules).

Discussion Regarding Action Items

RFP 16-09: Engineering Services for Solid Waste

It is the staff's recommendation that Council (1) approve the award of RFP 16-09, Engineering Services for Solid Waste, to Smith Gardner Inc., of Raleigh, NC and (2) Authorize the County Administrator to execute the original contract after approval and renew this contract yearly, up to five years total, as long as all work is deemed satisfactory.

Board & Commission Appointments [Seats listed are all co-terminal seats]

Planning Commission	District V and 1 At Large Seat
Board of Zoning Appeals	Districts II, IV and V
Aeronautics Commission	Districts II, IV, V and 1 At Large Seat
Arts & Historical Commission	Districts II, IV, V and 1 At Large Seat
Conservation Bank Board	Districts II, IV, V and 1 At Large Seat
Parks, Recreation & Tourism Commission	3 At Large Seats

[Available: Council shall appointments in July 2017 to complete all vacant positions for appointments and re-appointments in Council complete the South Carolina Government for re-appointment. The appointment may be obtained in the future, subject to that the Clerk at Council. The filing of all individual candidates for appointments/re-appointments can be provided to Council under separate cover.]

The following appointments/re-appointments are scheduled for February 21, 2017:

Agricultural Advisory Committee	District II, IV, V and 1 At Large Seat
Building Codes Appeal Board	District II, IV, V and 1 At Large Seat
Scenic Highway Committee	1 At Large Seat

Unfinished Business [do include Vote and/or Action on matters brought up for discussion, if required]

[None scheduled.]

New Business [may include items which may be scheduled for final action at a future meeting, if required]

[None scheduled.]

Council Committee Reports

- Law Enforcement, Public Safety, Health & Welfare [1/24/2017]
- Transportation Committee [1/24/2017]

Executive Session

[Upon recommendation Council may take a closed session under Section 30-4-70(a) of the South Carolina Code of Laws.]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

- [1] discussion regarding an Economic Development matter, Project Maxwell.*

Adjourn

Approved: [Signature] Clerk [Signature] County Administrator [Signature] Council Administrator [Signature] Board of Zoning Appeals [Signature] Board of Zoning Appeals [Signature]

Approved: [Signature] Clerk [Signature] Board of Zoning Appeals [Signature] Board of Zoning Appeals [Signature] Board of Zoning Appeals [Signature] Board of Zoning Appeals [Signature]

Council meetings shall be conducted pursuant to the South Carolina Code of Laws, the Council Rules and the Model Rules of Parliamentary Procedure for South Carolina Counties, their edition. The agenda may not be a composite of all items which Council may bring up for discussion at this meeting. Items are listed on Council's agenda to give public notice of the subjects and items to be discussed, not as an invitation and/or request of doing the meeting. Items listed on Council's agenda may be taken up, added, or deleted, reconsidered, postponed, or otherwise disposed of as provided by either Council's Rules and Model Rules of Parliamentary Procedure for South Carolina Counties, their edition, if not specified under Council's rules.

STATE OF SOUTH CAROLINA
OCONEE COUNTY, SOUTH CAROLINA
ORDINANCE 2016-39

**AN ORDINANCE CANCELLING, REVOKING, AND RESCINDING
OCONEE COUNTY ORDINANCE 2010-14 IN PART, AS IT RELATES TO
ITS AMENDMENT TO CHAPTER 2, ARTICLE IV OF THE CODE OF
ORDINANCES OF OCONEE COUNTY, ESTABLISHING THE CAPITAL
PROJECTS COMMITTEE; AND OTHER MATTERS RELATED
THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), on August 17, 2010, following three readings and a public hearing, adopted Oconee County Ordinance 2010-14, which among other things, amended Chapter 2, Article IV of the Code of Ordinances of Oconee County by establishing the Capital Projects Committee. That portion of Ordinance 2010-14 establishing the Capital Projects Committee as the "Capital Projects Advisory Committee" has been codified in the Code of Ordinances of Oconee County at Sections 2-391 through 2-397; and,

WHEREAS, County Council has since determined to revoke, cancel, repeal, and rescind Ordinance 2010-14 as relates to the establishment of the Capital Projects Advisory Committee.

NOW, THEREFORE, IT IS HEREBY ORDAINED by Oconee County Council, in meeting duly assembled, that:

1. The foregoing preamble, and all statements contained therein, are hereby adopted as findings of fact by County Council, for purposes of this Ordinance.
2. County Ordinance 2010-14 is hereby revoked, cancelled, repealed, and rescinded in part, as it relates to its amendment to Chapter 2, Article IV of the Code of Ordinances of Oconee County, establishing the Capital Projects Advisory Committee, later codified in the Code of Ordinances of Oconee County at Sections 2-391 through 2-397. The Capital Projects Advisory Committee is therefore dissolved and disbanded.
3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. Nothing herein contained, however, shall revoke or render invalid, or be interpreted as revoking or rendering invalid, *ex post facto* in any regard, any action or act undertaken and completed in accord with any such ordinance, order, resolution or action which was valid at the time undertaken and completed.

5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____ 2017.

ATTEST:

Amanda Brock
Clerk to Oconee County Council

Edda Cammick
Chairman, Oconee County Council

First Reading: December 20, 2016
Second Reading: January 17, 2017
Third Reading: February 7, 2017
Public Hearing: February 7, 2017

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2016-40

AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SETBACKS; AND OTHER MATTERS RELATED THERETO.

WHEREAS, consistent with the powers granted county governments by S.C. Code § 4-9-25 and S.C. Code § 4-9-30 Oconee County (“County”) a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the “County Council”), has the authority to enact regulations, resolutions, and ordinances, not inconsistent with the Constitution and the general law of the State of South Carolina, including the exercise of such powers in relation to health and order within its boundaries and respecting any subject as appears to it necessary and proper for the security, general welfare, and convenience of the County or for preserving health, peace, order, and good government therein; and,

WHEREAS, the County has adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the “Code of Ordinances”), as amended; and,

WHEREAS, the County is authorized by Section 4-9-30(9) and Chapter 29 of Title 6 of the South Carolina Code of Laws, among other sources, to impose land use restrictions and development standards in the unincorporated areas of the County; and,

WHEREAS, County Council recognizes that there is a need to revise the law of the County to meet the changing needs of the County and that there is a need to amend, specifically, certain sections of Chapter 38 of the Code of Ordinances involving setbacks requirements in the Control Free District; and

WHEREAS, County Council has therefore determined to modify Chapter 38 of the Code of Ordinances and to affirm and preserve all other provisions of the Code of Ordinances not specifically, or by implication, amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. Section 38-10.2 of Chapter 38 of the Code of Ordinances, entitled *Control Free District (CFD)*, is hereby revised, rewritten, and amended to read as set forth in Attachment A, which is attached hereto and hereby incorporated by reference as fully as if set forth verbatim herein.

2. County Council hereby declares and establishes its legislative intent that Attachment A, hereto, as may perhaps be amended from time to time, become the applicable zoning provisions of the County, or parts thereof, with regard to the sections amended by Attachment A, from and after its adoption, states its intent to so adopt Attachment A, and directs that a public hearing thereon be undertaken by County Council or the Oconee County Planning Commission, in accord with and as required by Section 6-29-760 and by Section 4-9-130, South Carolina Code, 1976, as amended.

3. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

4. All ordinances, orders, resolutions, and actions of County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in the attachment hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking, *ex post facto*, in any regard any prior performance standard, zoning or rezoning acts, actions, or decisions of the County or County Council based thereon, which were valid and legal at the time in effect and undertaken pursuant thereto, in any regard.

6. All other terms, provisions, and parts of the Code of Ordinances, and specifically, but without exception, the remainder of Section 38-10.2 of Chapter 38, not amended hereby, directly or by implication, shall remain in full force and effect.

7. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council, and will apply to all land use and zoning processes initiated after first (1st) reading hereof. All processes actually initiated by submitting a properly and legally completed petition to the County, at a minimum, prior to first (1st) reading of this ordinance and the establishment of the pending ordinance doctrine thereby, shall be completed under the zoning and performance standard rules and regulations of Chapter 38 of the Code of Ordinances, as in effect prior to final adoption of this Ordinance.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council

Edda Cammick
Chairwoman, Oconee County Council

First Reading: December 20, 2016
Second Reading: January 17, 2017
Third Reading: February 7, 2017
Public Hearing: February 7, 2017

ATTACHMENT A
To Ordinance 2016-40

Sec. 38-10.2. - Control free district (CFD).

The control free district is intended to be the initial zoning district for all parcels within the jurisdiction at the time of initial adoption of zoning in Oconee County, only; any parcel subsequently rezoned to any other district shall not be a part of the control free district at any future date.

Dimensional requirements:

Residential Uses		Density and Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Max. Density	Min. Width (ft.)	Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre	N/A	N/A	25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre	N/A	N/A	15	5	5	65
	N/A	Less than ¼ acre	N/A	N/A	10	5	5	65
Nonresidential Uses		Minimum Lot Size			Minimum Yard Requirements			Max. Height
	Min. Lot Size	Lot Size	Min. Width (ft.)		Front Setback (ft.)	Side Setback (ft.)	Rear Setback (ft.)	Structure Height (ft.)
	N/A	Greater than or equal to ½ acre	N/A		25	5	10	65
	N/A	Less than ½ acre to greater than or equal to ¼ acre	N/A		15	5	5	65
	N/A	Less than ¼ acre	N/A		10	5	5	65

These setback requirements shall not apply to subdivision plats that were recorded in the Office of the Oconee County Register of Deeds prior to May 7, 2002.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2017-04**

**AN ORDINANCE ADOPTING RULES AND REGULATIONS FOR THE
OCONEE COUNTY REGIONAL AIRPORT; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its governing body, the Oconee County Council (the "County Council"), has adopted multiple ordinances for the effective, efficient governance of the County, which subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "Code of Ordinances"); and

WHEREAS, the County, acting by and through the County Council, is authorized by Sections 4-9-25 and 4-9-30 of the South Carolina Code of Laws, among other authority, to establish Rules and Regulations for the Oconee County Regional Airport; and

NOW, THEREFORE, be it ordained by County Council, in meeting duly assembled that:

1. County Council hereby adopts the Rules and Regulations for the Oconee County Regional Airport as set forth in Exhibit "A," which is attached hereto and incorporated herein by reference.
2. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
3. All ordinances, orders, resolutions, and actions of Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.
4. The remaining terms and provisions of the Code of Ordinances not revised or affected hereby remain in full force and effect.
5. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by County Council.

ORDAINED in meeting, duly assembled, this _____ day of _____, 2017.

ATTEST:

Clerk to Oconee County Council

Edda Cammick
Chairwoman, Oconee County Council

First Reading: January 17, 2017
Second Reading: February 7, 2017
Third Reading: _____
Public Hearing: _____

**OCONEE COUNTY REGIONAL AIRPORT
RULES AND REGULATIONS**

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INTRODUCTION

TITLE:

This chapter shall be known as the Oconee County Regional Airport Rules and Regulations.

PURPOSE:

These Rules and Regulations shall define and set forth the scope and area of responsibility pertaining to the safe and efficient operation of the Oconee County Regional Airport.

AUTHORITY:

Oconee County, as owner of the Airport, is directed by federal and state law to provide for the safe and efficient operation of the facility as a public Airport, and to provide for the health, safety, and welfare of the flying public, and those involved in activities related thereto. These Rules and Regulations are adopted under various provisions of state, federal, and local laws/ordinances.

DEFINITIONS:

Specific terms, as used in these Rules and Regulations, unless associated text otherwise requires, shall have the following meanings:

"AERONAUTICS COMMISSION" is the advisory board for the Oconee County Regional Airport and appointed by Council Members.

"AERONAUTICAL SERVICES" are any service which involves, makes possible, or is required for the operation of aircraft, or which contributes to or is required for the safety of such operations.

"AIRPORT" means the Oconee County Regional Airport and all of the area, buildings, facilities, and improvements within the boundaries of Airport property as it now exists or as it may hereafter be extended or enlarged.

"AIRPORT DIRECTOR" means that person designated by the Oconee County Administrator as the person charged with the responsibility for the daily operations of the Airport, and is one of the persons charged with the enforcement of the Airport Rules and Regulations and Airport Minimum Standards.

"AIRPORT LAYOUT PLAN" is a master planning document that provides a staged physical development plan for the Airport based on forecasted operations and projected facility requirements. It is typically a set of plans and associated report and is updated on occasion as appropriate.

"AIRPORT MINIMUM STANDARDS" means the Oconee County Regional Airport Minimum Standards for Aeronautical Services, as adopted and amended from time to time.

"AGL" refers to Above Ground Level, the actual altitude above average elevation of terrain.

"AIRCRAFT" means a device used or intended to be used for flight in the air.

"BASED AIRCRAFT" means any aircraft regularly parked or stored on the Airport, whether in a hangar or without. This also includes any aircraft or similar vehicle transported to the Airport and assembled and flown from the Airport.

"COUNTY" means OCONEE COUNTY, SOUTH CAROLINA.

"COUNCIL" means the County Council of Oconee County South Carolina, the governing body of Oconee County.

"COMMERCIAL OPERATOR" means any person or persons, firm, partnership, corporation, association, or group using the Airport as a necessary or primary element of their commercial business, or operating a business that provides any one or a combination of aeronautical services in exchange for monetary compensation to or for aviation users (patrons) of the Airport.

"CTAF/UNICOM" means the Common Traffic Advisory Frequency/Universal Communications Frequency and is the common communication frequency for air to air and air to ground at the Airport and its vicinity. The current frequency at the Airport is 122.7 MHz.

"ENGINE RUN" is defined as a low power running of an aircraft engine for the purpose of leak checks or similar inspections not requiring high power settings or creating propeller blast or dust.

"ENGINE RUN-UP" refers to the operation of an aircraft engine at high power settings for test or check purposes. Such operations would include propeller blast and its associated effects.

"FAA" means Federal Aviation Administration, including the duly authorized representatives thereof.

"FACILITY" means the Oconee County Regional Airport

"FAR" means Federal Aviation Regulations or any associated federal statute pertaining to aircraft operation.

"FIXED BASE OPERATOR" (FBO) means any individual or business authorized to provide aeronautical services pursuant to Section 8 of these Rules and Regulations and the Airport Minimum Standards.

"GENERAL AVIATION" means civil aviation operations other than scheduled air services and non-scheduled air transport operations for remuneration or hire.

"MSL" means actual altitude above sea level as indicated by a properly calibrated altimeter or "Mean Sea Level."

"PERSON(S)" shall include a corporation, firm, partnership, association, organization, governmental entity, and any other group acting as a unit, as well as an individual.

"RULES AND REGULATIONS" or "Rules" or "Regulations" as used herein refer and mean these Oconee County Regional Airport Rules and Regulations as amended from time to time and kept on file in the Airport Director's Office.

"RUNWAY SAFETY AREA" is the immediate graded surface surrounding the active runway pavement that is used for emergency aircraft deviance from the landing surface and emergency vehicle usage. Its dimensions may change depending on classification of runway, but will be between 300 ft. and 1000 ft. off

each runway end and runs the length of the active runway centered on the runway centerline at a width of between 150 ft. and 500 ft.

"SPECIALIZED AVIATION SERVICE OPERATION" (SASO) means any individual or business authorized to provide specialized services specific to aircraft handling and maintenance pursuant to Section 8 of these Rules and Regulations and the Airport Minimum Standards.

"SECURITY OFFICER" means any sworn peace officer, County Police, County Sheriff, CHP, or similar law enforcement personnel that may be on the Airport in the line of assigned duty.

"VEHICLE" means any motorized (electric or combustion engine) self-propelled wheeled apparatus designed to transport people or cargo or both.

1. GENERAL

1.10 – Public Use

The Airport shall be open for public use at all hours of the day, subject to regulations, restrictions due to weather, the conditions of the landing area, or the presentation of special events and like causes, as may be determined by the Airport Director, governing regulation, or statute. The Airport Director shall establish reasonable hours of operation for the Airport Terminal Building and Airport Staff.

1.20 – Common-Use Areas

All runways, taxiways and associated turn-offs, and aprons, together with associated lighting, marking, and navigational fixtures, shall be considered Common-Use areas of the Airport. Such Common-Use areas shall be maintained as being available for use by all authorized persons flying or operating aircraft on the Airport. Certain areas of the main ramp, including parking areas and helipads, shall also be designated as Common-Use areas. No person shall utilize any Common-Use area for other than its intended purpose, without the prior consent or authorization of the Airport Director. Common-Use areas are subject to change without prior notice.

1.30 – Special Events

Special events such as air shows, air races, fly-ins, or other similar public gatherings requiring the general use of the Airport, or involving more than 10 aircraft or 50 persons, gathering together for a specific purpose, other than normal or routine Airport traffic, shall obtain written permission of the Airport Director at least thirty (30) days prior to the planned event. Such event shall be held only upon the issuance of such permission and at such times, in such areas and upon such terms and conditions as shall be specified and directed by the Airport Director.

1.40 – Airport Director

The Airport Director is directly responsible for the safe and efficient operation of the Airport. The Airport Director shall be responsible for such action as may be necessary for handling, policing, protecting, and safeguarding the public while present at the Airport and to regulate aircraft and vehicular traffic on the Airport, as necessary. The Airport Director may postpone, suspend, restrict, or prohibit any or all activity/operations without regard to weather conditions or current activities whenever such action is deemed necessary in the interest of public health, safety, or welfare.

1.50 – Acceptance of Rules and Regulations

The entrance upon and use of the Airport and any of its facilities in any manner by a person shall constitute an acceptance by that person of these Rules and Regulations, including all provisions contained herein, as well as any rules adopted and intended to implement these Rules and Regulations, and shall create an obligation by that person to comply with and obey these Rules and Regulations. Based flight instructors shall fully acquaint their students with these Rules and Regulations and shall be responsible for the conduct of students under their direction. This requirement does not preclude provisions for special use agreements contained elsewhere in this code.

1.60 – Availability of Rules

All persons licensed or permitted to do business or conduct operations of any kind, on the Airport shall be bound by these Rules and Regulations. A copy of these Rules and Regulations will be available for review upon request.

1.70 – Enforcement & Penalties

The traffic laws of the State of South Carolina shall be in full force and effect on the public-use areas of the Airport. All persons shall be subject thereto. Enforcement shall be accomplished by the Oconee County Sheriff's Office, as well as, all other agencies charged with such responsibility.

All applicable provisions of Title 55 of the South Carolina Code of Laws (UNIFORM STATE LAW FOR AERONAUTICS) shall be in force on the Airport. Those persons charged with the enforcement of said provisions as reflected in Chapter 5 of that Code shall be authorized and empowered to enforce said provision on the Airport.

All applicable provisions of Federal Aviation Regulations (FAR) and the associated enforcement and penalties shall be in full force and effect on all Airport property and within the Airport Traffic Pattern.

The provisions of state and federal regulations, as referred to herein, shall supersede the provisions of these Rules and Regulations to the extent there is any conflict herewith. Only in the case of conflict shall the specific provision of these Rules and Regulations be superseded; all other provisions shall remain in full force and effect and be enforced as specified herein.

Any person violating these Rules and Regulations, the federal and state regulations applicable to Airport operations, the traffic laws of the State of South Carolina, or the traffic regulations of the County in connection with vehicular traffic on the Airport shall be subject to prosecution in the appropriate court for such violation.

In addition to any remedies or penalties otherwise provided by state or local law or Federal Aviation Regulations, any person violating these Rules and Regulations and/or Airport Minimum Standards, or operating or handling any aircraft in violation of these Rules and Regulations, or failing to comply with these Rules and Regulations, may be promptly removed or ejected from the Airport by or under the authority of the Airport Director. If necessary to maintain the safety of the public, such person may be temporarily detained or permanently deprived of further use of the Airport and its facilities. The Airport Director may, in his sole discretion, issue a warning to the offending party to cease and discontinue such unsafe activities or operations. If the activity persists, the Airport Director shall serve a written Notice of Violation to the offending party. Service of the Notice of Violation shall be by hand-delivery or U.S. Mail. If by U.S. Mail, service shall be deemed complete three (3) days after deposit with the U.S. Postal Service. The Notice shall specify the nature of the violation and the length of time or duration of denial of facility use, if any, as may be deemed necessary to safeguard the Airport, its operations and the public use thereof and the County's interest therein. The notice shall also include procedures for requesting a hearing pursuant to Section 1.80, below, and provide an opportunity for an affected party or person to show cause, if any, why he or she should not be denied further use of the Airport and its facilities.

1.80 – Hearing and Appeal

- (a) A person served by the Airport Director with a Notice of Violation, herein referred to as "Appellant(s)," may request a hearing before the Council

within ten (10) calendar days after being served with the Notice of Violation. The request shall be in writing, shall state the basis thereof, and shall be filed with the Airport Director prior to the expiration of the tenth (10th) day from the date of service of the "Notice of Violation".

- (b) Unless otherwise agreed to by the parties, the hearing shall be held within forty five (45) days of the filing of the request. At the hearing, the Appellant may present evidence or argument as to whether the Appellant was operating in violation of these Rules and Regulations or the Airport Minimum Standards, or was inappropriately denied use of the Airport. Within five (5) working days after the close of the hearing, the Council shall render a decision in writing and shall serve such written decision on the Appellant.

1.90 – Judicial Relief and Attorney's Fees

The County may enforce these Rules and Regulations and orders issued under these Rules and Regulations by injunction or other legal process in the courts of the State of South Carolina. In the event the County is required to bring legal action to enforce these Rules and Regulations and orders issued under these Rules and Regulations, the defendant(s) and/or responding party shall pay any attorney's fees, court costs, or other costs incurred by the County in bringing such action.

1.92 – Cumulative Remedies

All remedies and procedures set forth herein for the enforcement of these Rules and Regulations and Airport Minimum Standards are cumulative and may be pursued alternatively or consecutively. All procedures and enforcement mechanisms in other documents and leases are expressly reserved.

1.94 – Severance Clause

Should any term, provision, or content of these Rules and Regulations be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall have no effect on the remainder of these Rules and Regulations.

1.96 – Amendments

The Council reserves the right to amend or modify these Rules and Regulations from time to time.

2. GROUND RULES

2.10 – General

This section provides the guidelines under which all aircraft are parked or stored on the Airport. The authority of the County in directing such usage, and the responsibility of the aircraft owner and/or operator is also addressed.

2.20 – Aircraft Storage

All aircraft parked or stored on the Airport are subject to the provisions and authority of this section, along with any other applicable provisions of these Rules and Regulations. All parking spaces and any aircraft parked or stored in any manner shall be authorized by the Airport Director or subject to his review.

2.21 – Public Areas

At the discretion of the County, certain areas may be designated as Common-Use Areas as specified in Section 1.20 of this code. The parking or space assignments and general use of these Common-Use Areas shall be made by or under the direction of the Airport Director. During normal operational periods, aircraft parking is permitted on any area of the apron. During peak hours of operation and special events, Airport staff will attempt to marshal all aircraft to designated parking areas. Aircraft shall monitor and communicate ground movements with Airport Staff on the CTAF/UNICOM Frequency: 122.7 MHz.

2.22 – Lease Areas

Certain areas of the Airport may be leased out or placed under the prescribed control of various tenants. Parking, use, and space assignment on these leased areas shall be in accordance with agreed upon County lease terms and conditions, as well as Airport Director approval.

2.25 – Aircraft Registration

All aircraft based on the Airport shall be registered with the Airport Director. The aircraft registered owner or responsible representative shall assure the information on the registration form is maintained current at all times and shall immediately notify the Airport Director when the aircraft is no longer based on the Airport.

2.27 – Lessee (Tenant) Registration

Each Airport tenant, corporate hangar owner, or commercial operator who provides care, custody, or control of an aircraft for another shall maintain an adequate record of such aircraft at all times (location and status of airworthiness) and provide such information to the County upon request. This does not replace, but rather is in addition to, the registration requirement of the aircraft owner as specified in Section 2.25.

2.28 – Aircraft Chocks/Tiedowns

All unattended aircraft less than 5,000 lbs. gross take-off weight when parked on the Airport shall be secured at all times by chocks and/or tie-downs. Securing the aircraft shall be the sole responsibility of the aircraft owner/operator.

2.29 – Aircraft Liability Insurance

Each aircraft based at Oconee County Regional Airport shall maintain aircraft liability insurance as follows:

(a) The operator/owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, and volunteers from any and all loss, damage, and liability for claims and/or damages, including attorney's fees and other costs of defense incurred by the County, whether for damages to or loss of property, or injury to or death of any person or entity, including the owners or operators and their officers, agents, employees, heirs and assigns, which shall in any way arise out of or be connected with operations. To this end, the operator/owner shall secure and maintain, during the term of this agreement certain insurance for each aircraft that shall protect the County in such manner and amounts as set forth below:

- (i.) The carrier must have a Best's rating of A-VII or better.
- (ii.) The policy limit shall be three hundred thousand (\$300,000) dollars per person per occurrence for bodily injury and five hundred thousand (\$500,000) dollars property damage per occurrence, and one-million (\$1,000,000) dollars combined per occurrence. The policy shall be endorsed to name the County as an additional insured. Said endorsement shall be executed by a representative authorized to issue same.
- (iii.) The insurance coverage shall be primary insurance, in respect to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the operator/owner's insurance and shall not contribute with it.
- (iv.) The endorsement shall specifically state that the insurance coverage provided under this policy shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.

Renewal endorsements shall be provided to the County annually, thirty (30) days prior to the anniversary date of each agreement.

2.30 – Disabled Aircraft

No person shall park, store, or leave derelict aircraft, aircraft components, or parts in any state of disrepair, on the Airport in view of the general public. With the Airport Director's written permission and/or consistent with any applicable license or lease terms, such aircraft, aircraft components, or parts may be parked or stored on leased premises out of public view or in hangars awaiting scheduled repairs. Additionally, the Airport Director may designate an appropriate storage area for such aircraft upon request.

2.40 – Aircraft Removal

Aircraft owners, operators, or their agents shall be responsible for the prompt removal of any aircraft, disabled or otherwise, which has been parked or stored in an unauthorized manner or area.

2.42 – County Authority

In the event an aircraft owner or operator fails to remove an aircraft within a reasonable period of time, the Airport Director may take whatever action necessary to

make the area safe for other aircraft without liability for the expense of such action or for any damages which may be caused to the subject aircraft. The Airport Director shall determine what constitutes a reasonable period of time for aircraft removal.

2.45 – County Removal of Aircraft and Aircraft Parts

The Airport Director may tow away, remove, and store at owner's expense and without liability for damage, any aircraft or parts thereof found to be in violation in the sections above.

2.50 – Owner/Operator Responsibility

Any action taken or any cost incurred against an aircraft shall be the responsibility of the registered owner/operator. Charges for aircraft removal, towing, storage, and peripheral services shall be paid by the owner/operator. No claim or liability may be placed against Oconee County for any such action.

2.55 – Fee Payments, Liens, Impounds

No person shall remove any aircraft from the Airport without first having made payment or satisfactory credit arrangement for applicable charges for parking, storage, landing fees, or services rendered by the Airport. The Airport Director shall have authority to impound any aircraft for delinquent charges due.

2.60 – Aircraft Repair and Maintenance

Repairs to aircraft or engines shall normally be accomplished in areas designated for this purpose by the Airport Director and not on any runway, taxiway, taxilane or fuel servicing areas. This section does not prohibit owners from performing preventative maintenance on their own aircraft in their assigned hangars or tie-down spaces, as authorized by FAA grant assurances and FARs. Owners are responsible for clean-up and proper disposal of any fluid spills.

No major airframe, power plant, or propeller repair for compensation shall be performed in open tie-down areas on the main ramp or in view of the general public. Upon request, the Airport Director may designate an area suitable for such maintenance, away from the ramp area and outside of general public view, or allow such emergency repairs, at his discretion.

No person shall allow a person who is not his/her employee onto the Airport to perform maintenance on his owned or operated aircraft, unless the aircraft requires repairs which cannot be adequately performed by the authorized maintenance/repair service (SASO) on the Airport. Any aircraft owner utilizing an employee to perform aircraft maintenance may be required to provide the County evidence of employment. An aircraft owner shall not contract a second party, such as an aircraft maintenance company or aircraft management company/contractor, to perform "**Scheduled**" maintenance on his/her aircraft at the Airport unless the company/contractor is recognized by the County as an authorized maintenance FBO or SASO as defined in the Airport minimum standards. "**Unscheduled**" maintenance is limited to the following:

- a. Warranted maintenance that requires repair by the warranting company.
- b. A malfunction preventing the aircraft from being flown to another airport for repair.
- c. Maintenance work requiring a specialty service not being provided by an existing FBO or SASO operating on the Airport

2.70 – Engine Run-up

No aircraft engine shall be run or run-up unless the aircraft is placed in such a position so the propeller, rotor, or jet blast clears all hangars, shops, other buildings, persons, other aircraft or vehicles in the area, and the flight path of landing aircraft.

2.80 – Propeller, Rotor & Jet Blast

Any debris or damage caused by propeller, rotor, or jet blast is the joint and several responsibility of the pilot and owner of the aircraft and said person(s) shall be liable for any repair of damages or clean-up charges.

2.90 – Pedestrian Traffic

Pedestrian traffic shall not be allowed in close proximity to any aircraft whose engine(s) are operating or in preparation to be operated. All pedestrian traffic shall remain clear of aircraft operating areas except for the purpose of loading or unloading from a particular aircraft. This provision shall not apply during special events or at other times when proper provision for pedestrian safety has been made and authorized by the Airport Director.

No pedestrian traffic shall be allowed within 200 feet of the edge of the runway unless specifically authorized by the Airport Director or his designee. Passengers deplaning from or enplaning to aircraft parked in the grass tie-down areas should be escorted by designated Airport personnel to the maximum extent possible.

2.92 – Passenger Enplaning/Deplaning

All passengers boarding or exiting an aircraft shall proceed between the aircraft and the terminal area via the most direct route. The aircraft flight crew shall take proper precautions to assure all passengers remain clear of the aircraft (propeller, wings, tail, etc.), as well as, any other aircraft in the immediate area.

2.95 – Bicycle Traffic

Bicycle traffic shall be restricted to the aircraft apron and terminal parking ramps. Bicycles or other type cycles shall not be allowed on any taxiway or runway.

2.96 – Motorcycles and Unlicensed Off-Road Vehicles (Go-carts, All-Terrain Vehicles (ATVs), etc.)

Motorcycles, go-carts, mini-bikes, personal golf carts, unlicensed off-road vehicles, or other type vehicles shall not be operated on any taxiway or runway. All motorized vehicles shall be operated in a safe and responsible manner only in the immediate vicinity of the T-hangar buildings and associated taxilanes. Trail riding on unimproved areas of the Airport is strictly prohibited. Special circumstances shall be coordinated with the Airport Director.

2.97 – Animals

No person shall bring or allow any animal onto the Airport for any purpose unless that animal is under positive control of the animal's handler/owner at all times. No animal shall be allowed to run loose in any aircraft operating area or in the open fields adjacent to runways or taxiways. Animal control regulations of the County shall be enforced in all areas of the Airport.

3. AIRPORT TRAFFIC PATTERN

3.10 – General

This section provides for the safe and efficient operation of aircraft within the Airport Traffic Pattern (See **Exhibit A**). Aircraft arrival and departure routes are prescribed, as well as, other operations procedures and limitations.

3.20 – Traffic Pattern Communications

All radio-equipped aircraft operating within the Airport Traffic Pattern or within the immediate Airport area, if able, shall monitor the published UNICOM/Common Traffic Advisory Frequency (122.7 MHz) to determine pertinent Airport conditions, runway in use, traffic pattern direction and number/type aircraft within the pattern. All aircraft, if able, shall broadcast their position, altitude, and intentions in accordance with the recommendations provided in Section 4 Table 4-1-1 of the Aeronautical Information Manual.

NOTE: Pilots of non-radio equipped aircraft shall ensure they deconflict their intended flight path from aircraft already established in the pattern so as to enter the normal traffic pattern and not disrupt normal traffic pattern operations.

3.30 – Pattern Procedure

For noise considerations, light single and twin engine piston aircraft (General Aviation) should fly the traffic pattern at an altitude of 1000' AGL (1900' MSL). All turbine-powered or larger jet aircraft should fly the traffic pattern at 1500' AGL or 2400' MSL. Runway 25 has a left hand pattern. Runway 7 has a right hand pattern due to the close proximity of the Eagle Ridge Airport (Private) located $\frac{3}{4}$ mile northwest (See **Exhibit A**). Aircraft may enter the traffic pattern from any leg of the pattern, traffic permitting. If a conflict is observed, the right-of-way rules of FAR 91.113 shall prevail. In all cases, the offending aircraft shall yield the right-of-way as appropriate and overfly the pattern to re-enter the downwind leg of the pattern. Ultralight aircraft shall operate in accordance with the Special Use Operations section of this document.

Other aircraft utilizing the Airport shall operate in their respective patterns as prescribed in Section 3.50, 3.70 for helicopters.

3.35 – Departure Procedure

For safety and noise consideration to the surrounding community, all departing aircraft remaining in the traffic pattern should maintain runway heading until reaching a minimum of 500 feet altitude above ground level (AGL) before initiating the crosswind turn. Aircraft departing the traffic pattern are encouraged to climb to pattern altitude at the best rate of climb speed (V_y) before initiating any turns. All traffic pattern aircraft should avoid overflying densely populated residential areas.

3.40 – Runway Clearance

The designated runway (based on current prevailing surface winds) shall be used for landing and takeoff only. No run-ups or pre-takeoff checks shall be accomplished on the runway. Aircraft shall perform such checks clear of the runway area. After determining the runway is clear of conflicting traffic, each aircraft shall taxi onto the

runway, increase power and immediately depart. Landing aircraft shall, likewise, at the completion of the landing roll-out, expedite their exit from the runway at the nearest available taxiway and continue to a point outside the runway area prior to stopping or parking. This provision does not apply to touch-and-go landing operations.

3.45 – Pattern Operations/Crosswind Operations

Normally all landings and take-offs should be made directly into the prevailing wind or on the runway most nearly aligned into the prevailing wind. During direct crosswind conditions, pilots should clearly coordinate traffic patterns use via CTAF/UNICOM frequency (122.7 MHz) radio transmission to reduce/prevent the possibility of a mid-air or head-on collision.

3.47 – Non-Standard Operations (Back Taxiing, Tailwind Operations)

Aircraft desiring to use non-standard operational procedures shall first determine that such operations do not conflict with existing aircraft traffic in the established pattern, and then announce such intentions on the CTAF/UNICOM (122.7) frequency.

Pilot training flights conducted in the Airport traffic pattern may deviate from the established traffic pattern and active runway for training purposes only and then only if other traffic flow permits such operation without undue or unsafe conflict with the normal traffic flow.

Non-standard operations shall be conducted only after appropriate CTAF radio transmissions have been made to other aircraft in the pattern.

3.50 – Runway Operations and Emergency Deviations

Normally airplanes shall land and take off on the paved runway surface. Takeoffs and landings are permitted in the grassy area adjacent to and north of runway 7/25. All other paved areas (taxiways, aprons, taxilanes etc.) of the Airport are to be used only for aircraft ground movement (taxiing) or parking. Pilots may deviate from this requirement only in an aircraft emergency. Intentional takeoffs by fixed wing aircraft from taxiways, aprons, tie-down areas, etc are prohibited. Pilots landing in the grassy area north of the paved runway shall clearly announce their intentions on the CTAF/UNICOM if radio equipped.

3.65 – Careless and Reckless Operation

No person shall operate an aircraft on the ground or in the Airport Traffic Pattern in any manner which is determined to be careless and reckless or in such a way which appears to endanger or create a hazard to other persons in the immediate area of the operation in the air or on the ground. The safety of any such operation in question shall be determined by the Airport Director, who shall immediately take appropriate action to terminate such activity, as necessary.

3.70 – Rotary Wing (Helicopter) Operations

Rotary wing/Helicopter traffic arriving and departing from the Airport shall remain clear of the fixed wing traffic pattern in use at all times. Helicopter traffic shall not overfly buildings on or adjacent to the Airport, except as specified in the FAR. Practice auto-rotation areas for helicopters within the traffic pattern may be established by the Airport Director in accordance with appropriate regulations and other existing operations on the Airport.

4. VEHICLE TRAFFIC

4.10 – General

The traffic laws of the State of South Carolina and Oconee County apply to all paved areas including roads, ramps, aprons, and parking areas on the Airport. Except for law enforcement vehicles enforcing applicable laws, firefighting equipment, ambulances, and other emergency response vehicles, no person shall drive any vehicle on the Airport runway and taxiways. Based Aircraft owners may drive vehicles on the paved tie-down and apron areas transiting to and from their aircraft storage location/hangar and for loading/offloading. Unattended vehicles in these areas are not permitted. Corporate hangar tenants may operate motor vehicles in the vicinity of their hangars but are not authorized to drive personal vehicles between the main terminal ramp and the respective corporate hangar. Bicycles are restricted to the tie-down and T-hangar taxilane areas. Aircraft parking ramps, taxilanes, or tie-down areas are NOT play areas for children.

4.20 – Vehicle Speed

The Maximum speed limit on any Airport pavement for any vehicle is 15 mph. In the vicinity of aircraft (within 50 feet), the maximum vehicle speed is 5 mph.

4.30 – Vehicles Near Aircraft or in Aircraft Operations Areas

No vehicles, except for County-owned maintenance/operations vehicles, are allowed on or near the main parallel taxiway and runway surface. No vehicles shall be operated on or within 25 feet of any aircraft which itself is in operation (engine running). In this section, operating area means any runway, taxiway, designated common-use area, or the main terminal ramp. Vehicles owned by based aircraft owners/operators may be driven on the aircraft tie-down areas and taxilanes in accordance with Section 4.10. Rental cars may be driven on the aircraft tie-down areas with prior permission from Airport staff.

4.35 – Exceptions to Vehicle Regulations

The following are exceptions to Section 4.30.

1. Any vehicle operated by a based aircraft owner or their guest on property leased by said owner;
2. Any authorized vehicle displaying a proper amber flashing beacon;
3. An authorized fuel truck;
4. An authorized emergency/rescue vehicle responding to an Airport emergency;
5. Any vehicle which is properly escorted by a member of the Airport staff.

4.38 – Night Vehicle Operations

Any vehicle operating in an aircraft operations area after the period beginning one hour prior to sunset and ending one hour after sunrise shall be subject to a stop for identification by an authorized County Deputy Sheriff, Airport Director, or staff member to determine the subject's authorization to access the aircraft operations area. Vehicles shall continuously display proper lighting during night operations.

4.40 – Vehicle Lighting on Runways and Taxiways

Any vehicle which has been authorized to operate on a taxiway or within 300' of the active runway shall display one of the following:

1. vehicle emergency flashers,
2. an operating amber flashing beacon,
3. white or amber strobe lights, or
4. orange and white checkered flag

Vehicles without the above equipment shall be escorted by a properly equipped vehicle. Drivers shall continuously monitor the CTAF frequency while inside the runway safety area.

4.50 – Vehicle Parking

All vehicles including motorcycles and bicycles shall be parked in designated parking areas. Vehicles on leased areas shall be subject to the terms and conditions of the tenant lease, as well as federal, state, and local law. Vehicles parked in public areas shall also be subject to federal, state, and local law, including these Airport Rules and Regulations.

4.51 – Motor Vehicles on Taxilanes

The area in front of each hangar building shared jointly by aircraft and vehicles accessing the T-hangars is designated as a "Taxilane". **Aircraft (operating or towed) have the right of way over vehicles at all times.** Vehicles driven on taxilanes shall be operated by based or transient pilots, aircraft owners, and invited adult guests only. The general public is not allowed on taxilanes. Vehicles shall not be parked in such a manner as to block or restrict the access to the T-hangars by aircraft or other vehicles. No vehicle shall be parked or left unattended on a taxilane, in any aircraft operating area, or in such a manner which limits aircraft operation.

4.55 – Long-Term Parking

All vehicles parked on the Airport for a period exceeding thirty (30) days shall be registered in the Airport office and shall be subject to monthly parking fees. All vehicles shall be properly licensed at all times. Any vehicle not meeting the requirements of this section shall be considered abandoned and removed in accordance with applicable law(s).

5. EMERGENCY

5.10 – General

This section provides for the authority and designated responsibilities of individuals and agencies in the event of an Airport emergency, threat to Airport security, or other departure from normal Airport operations. Such emergencies would include fires of any type, aircraft emergencies or accident(s), incidents of personal injury, or Airport security breach requiring law enforcement intervention.

5.20 – Emergency Notification

It shall be the responsibility of any person or Airport tenant observing or having knowledge of any type of Airport emergency which has not, to their knowledge, been reported, to report the emergency as specified. Initial notification shall be accomplished by dialing 9-1-1 from any Airport telephone, personal cell phone, or otherwise contacting the Oconee County Police/Fire Department. The person shall then give the dispatcher any and all information available concerning the nature of the emergency.

5.25 – Response Activation

Upon receipt of notification of an Airport emergency, the law enforcement/emergency response dispatcher will follow current county dispatch procedures to respond appropriate personnel.

5.31 – Yielding Right-Of-Way

All persons not responding to or involved with an Airport emergency shall yield the right-of-way to emergency service personnel. Emergency service vehicles displaying proper lighting and/or other required markings shall have the right-of-way on all paved areas while responding to an emergency. When responding to an aircraft incident, all aircraft and other vehicles shall yield to responding equipment.

5.32 – Speed Waiver

The Airport speed limit requirements are waived for all emergency vehicles and authorized personnel responding to an Airport emergency. This waiver shall not be used to circumvent the speed limit regulation during normal daily operations.

5.40 – Authorized Personnel

Only those persons designated by the Airport Director, County law enforcement, and/or County emergency services personnel shall respond to an Airport emergency. All other persons, including aircraft owners, operators, and interested parties shall remain well clear of the emergency area until the designated incident commander has determined the accident scene is stabilized and safe for entry by authorized personnel. The Airport Director shall then designate only those essential persons authorized to enter the accident scene.

5.50 – Incident Command

Immediately at the occurrence of any Airport emergency, the affected area shall come under the full control of the Oconee County Emergency Services Department, and its designated commander. The commander shall control all access to and from the site, as well as all suppression, stabilization, and rescue efforts.

5.55 – Airport Operations during Emergencies

It shall be the duty of the Airport Director or his designated representative to coordinate and/or control any and all Airport operations which may be in conflict with, or endangered by, an emergency situation. Airport operations may be restricted to the extent necessary to make the Airport as safe as possible considering the scope and severity of the emergency.

5.60 – Aircraft Accident Sites

Aircraft accident sites, as defined by FAR, fall within the jurisdiction of the FAA, NTSB, and their associated investigating bodies. All persons on or near a crash scene shall preserve any and all aircraft pieces, parts, papers, and other pertinent data and document their positions and content as additional aid to the appropriate investigating authority. Only those persons authorized by the incident commander or the Airport Director shall be allowed on the accident scene or within 1000 feet thereof.

5.65 – Runway Closure during Emergencies

Any runway, taxiway, or other operating area of the Airport, which becomes the scene of an aircraft accident, shall immediately be considered closed and unusable until determined otherwise by the Airport Director. The Airport Director shall provide for proper notification of closures by means of the issuance of NOTAMS, as necessary, and the coordination of local air traffic so long as the closure remains in effect.

5.70 – Removal of Aircraft and Wreckage

No aircraft, components, or parts thereof shall be removed from an accident scene until such removal has been authorized by the appropriate FAA or NTSB representative. Airport Management may assist in securing proper removal authority; however, it shall be the ultimate responsibility of the aircraft owner to acquire the proper authorizations for removal of aircraft wreckage.

5.73 – Accident Scene Preservation

In the event of an accident, the FAA/NTSB may require that the site be preserved for a prolonged period of time. The Airport Director shall provide for adequate scene protection as may be required. The financial charges for any such protection shall be borne by the involved aircraft owner(s)/operator(s).

5.80 – Owner Responsibility

Any aircraft involved in an accident or incident on the Airport shall be the responsibility of the registered owner for its prompt and proper removal from the accident site. Removal shall be accomplished only after proper authorization has been received as specified in Section 5.70. The registered owner of any aircraft which requires special handling, parking, or storage as a result of an accident shall be responsible for any and all charges incurred as a result of such storage. The owner may engage local services at his option.

5.85 – County Responsibility

In the case where an owner is unable to remove a disabled aircraft from an Airport operating area, the Airport Director may at his discretion remove, or authorize the

removal of, said aircraft to an appropriate storage area. The charges for such removal shall be borne by the aircraft owner.

5.88 – County Indemnity

In the event the Airport Director or his designee removes said aircraft or parts thereof from an accident site in order to facilitate resumption of normal Airport operations, no person shall hold Airport personnel liable or responsible for any additional damage which may be caused as a result of such removal. Said removal shall be performed only after proper authorization has been obtained from the FAA / NTSB, and only if it is determined to be necessary to facilitate safe Airport operations, or to protect the safety of the general public and users of the Airport.

5.90 – Disabled/Un-airworthy Aircraft/Wreckage Storage

Disabled aircraft or aircraft wreckage shall not be stored in plain view of the public or in an area creating undue interest or an attractive nuisance for Airport operations. The owner of the disabled aircraft/wreckage may coordinate temporary onsite storage with the Airport Director.

6. AIRPORT SAFETY

6.10 – General

This section identifies the general responsibilities of aircraft owners, operators, tenants, and general users of the Airport to promote safety within the various Airport operations and activities. It is a primary responsibility of the Airport Director and staff to ensure safe operations on the Airport to the maximum extent possible.

6.20 – Aircraft Propellers, Rotors, etc.

All persons shall observe the utmost care and consideration around aircraft propellers regardless if the aircraft engine is operating or not. No person shall walk or drive within close proximity (within 25 feet) of an operating propeller. No person shall walk or drive beneath the arc of a helicopter rotor. No person shall walk or drive within 25 feet around an operating tail rotor of a helicopter at any time.

6.25 – Hand Propping

No person shall attempt to start an aircraft engine by hand (hand propping) without first:

1. becoming familiar with the hazards of hand propping;
2. assuring a competent and qualified operator is at the controls of the aircraft; and
3. the aircraft is securely tied down and/or chocked to prevent a safety hazard.

6.30 – Movement around Aircraft

Movement by either vehicle or pedestrian traffic around or in close proximity to any aircraft is extremely hazardous, especially during night/reduced visibility operations. Pedestrians should use extreme caution while walking to and from aircraft when other aircraft are operating on the ramps and taxilanes.

No vehicle traffic shall be permitted around or in close proximity to any aircraft whose engine(s) are running, preparing to be started, or which aircraft is preparing to or is taxiing within any of the operating areas of the Airport.

6.40 – Fueling

No aircraft shall be fueled or defueled while its engine is running, or while in a closed hangar or other enclosed area. Fueling shall be done in accordance with all federal, state, and local laws, as well as, any and all fuel supplier requirements and procedures. The equipment used shall provide adequate connections for grounding of static electricity, shall be properly maintained at all times and shall be kept in compliance with all applicable safety provisions.

All fueling of aircraft and handling of aircraft fuels on the Airport shall be done in accordance with the provisions of this section, as well as, Section 7.93 of these Rules and Regulations, and any applicable federal, state, or local laws, and vendor safety/quality control requirements and guidelines.

6.41 – Independent (Self) Fueling and Associated Equipment

No fuel shall be dispensed into aircraft from drums, small containers, or similar independent fueling systems unless authorized in writing by the Airport Director. Permission may be obtained on an individual basis. All dispensing equipment shall conform to all federal, state, and local requirements and be approved by the Oconee County Fire Chief.

Independent fueling equipment shall at all times be maintained in good repair and be certified/rated for the dispensing of aviation fuels. All dispensing units must be equipped with functional bonding and grounding cables and clamps, as required. No "hold-open" devices shall be installed, or otherwise utilized on the equipment. A minimum of one (1) fire extinguisher with a rating of 20 BC, or greater, shall be available during any independent fueling operation.

6.42 – Self Fueling Location

No aircraft shall be fueled in an area which creates a hazard to other surrounding aircraft, persons, property, or activities.

6.50 – Aircraft Cleaning

Washing or cleaning of aircraft is allowed only in areas designated by the Airport Director. Cleansers used for aircraft washing shall be designed and manufactured for the intended purpose and be biodegradable.

6.51 – Aircraft Engine/Parts Cleaning

The cleaning of engines or other parts of aircraft using flammable / volatile solvents shall not be carried on in any T-hangar. Leased areas designated as aircraft maintenance facilities may have this restriction waived with prior coordination of, and written approval by, the Airport Director and the County Fire Chief. Maintenance Facilities shall be equipped with at least two fire extinguishers with a 20 BC or greater rating.

6.60 – Floor Cleaning

All hangar floors shall be kept clean and free from oil, gas, and other flammable substances. No volatile flammable solvents shall be used for cleaning floors. No rag(s) soiled with flammable substances shall be kept or stored in any building on the Airport in such a manner as to create any fire hazard.

6.70 – Open Flame / Smoking

No person shall smoke or ignite any matches, flares, lighters, or other objects, which produce an open flame, anywhere within a hangar, shop, building, or Airport structure in which any aircraft is or may be stored, or in which any gas, oil, or flammable substance is stored, or within 50 feet of any aircraft or fueling facility or operation. This prohibition applies to all aircraft operations areas including tie-down spots.

6.80 – Hazardous Materials Disposal

The handling and disposal of all materials which are classed as "hazardous" by current EPA and SC DHEC regulations shall be accomplished through strict adherence and compliance with the provisions of those Rules and Regulations. This includes all unusable or contaminated fuel and used oil of any type.

6.90 – General Care

All persons using the Airport area or facilities in any way shall, at all times, exercise the utmost care to guard against fire and injury to persons or property on or about the Airport. Proper and customary practices of general industrial and fire safety shall be adhered to. Any observed activity which appears to compromise safety in any way, as determined by the Airport Director or current applicable regulations, shall be terminated immediately.

7. AIRCRAFT HANGAR REGULATIONS

7.10 – General

This section refers to the general occupancy of County-owned aircraft storage hangars on the Airport. Distinction is made between County hangars and corporate hangars or commercial aircraft maintenance facilities. This section applies only to aircraft storage hangars rented/leased from the County. The occupancy of commercial maintenance or corporate hangars is addressed elsewhere in these Rules and Regulations and the Airport Minimum Standards.

7.20 – Aircraft Storage

No person shall park or store any aircraft or associated equipment in any hangar on the Airport except by authority of and in compliance with the provisions of this section.

7.25 – Additional Use

Any additional use (other than Aircraft storage) of the hangars shall be authorized in writing by the County and comply with all applicable federal, state, and local laws, as well as, Airport Minimum Standards.

7.30 – Storage of Aircraft-Related Incidental Items

The primary purpose and use for each aircraft hangar shall be the storage of aircraft. **Aircraft hangars shall not be used as general public storage or for non-aviation items.** Typically, one aircraft must be stored in the hangar for there to be permissible incidental storage, which must be directly related thereto. The Airport Director may authorize the storage of two small aircraft in T-hangars with prior permission. Storage of personal items, in addition to aircraft support equipment storage, shall conform to all local fire and safety codes and the provisions of these Rules and Regulations. Long term storage of non-aviation related items (Boats, furniture, building materials, tires, etc.) is strictly prohibited.

7.32 – Motor Vehicle Storage

Motor Vehicles belonging to the hangar tenant or aircraft owner (and guests) may be temporarily stored in the hangar while the aircraft is away flying, or for other short durations of time, as approved by the Airport Director.

7.40 – Aircraft Maintenance

Aircraft maintenance in County-owned aircraft storage T-hangars shall be limited to the inspection and routine preventative maintenance of owner's personal stored (per lease agreement) aircraft as outlined in FAR Part 43 Appendix A Section (c) paragraphs 1 thru 32. All other aircraft maintenance activities shall be done by a licensed FAA mechanic and or certified repairman in accordance with applicable fire and safety codes and Airport Minimum Standards for Aeronautical Activities. Tenants who hold current repairman or current FAA mechanic certificates should coordinate maintenance activity on their own aircraft in advance with the Airport Director bearing in mind the restrictions in Section 7.50.

Aircraft painting, arc welding of metal components, and any form of metallic grinding/spark-producing, or explosive hazard activities are strictly prohibited.

Special aircraft maintenance work performed by non-based certified mechanics should be coordinated in advance with the Airport Director to ensure "through the fence" commercial operations are minimized (ref. Section 2.60).

7.42 – Aircraft Sub-components

Aircraft components and aircraft in a state of disassembly may be stored in the hangar while awaiting repairs/assembly with prior permission of the Airport Director. The storage of such components shall be subject to these Rules and Regulations, including the Fire and Safety provisions contained herein.

7.45 – Engine Run-up

No aircraft engine shall be run while inside any hangar. Aircraft shall be moved from the hangar to a safe position as provided in Section 2.70 for run-up, or at least outside of the hangar for low-power (idle) engine runs.

7.50 – Commercial Business Activities in T-hangars

No person shall conduct any type of commercial (for profit) business activity or aeronautical service from individual aircraft T-hangars, unless such activity is appropriately reviewed by the Aeronautics Commission, approved by Council, and conducted in accordance with adopted Minimum Standards for Aeronautical Activities on the Airport. The simple storage of aircraft used by a commercial flight training operation is authorized.

7.60 – Additional Occupancy

All airport property and parcels are zoned for industrial use. Therefore, no residential occupancy or use shall be allowed in an aircraft storage hangar or elsewhere on the Airport unless specifically authorized by the County.

7.70 – Proof of Liability Insurance

Each corporate hangar owner shall provide evidence of Airport Premises Liability insurance, maintained on the hangar premises, in the amount prescribed in the Airport Minimum Standards. A current Certificate of Insurance shall be filed/updated with the County annually.

7.80 – Hangar Inspection

All hangars on the Airport shall be subject to inspection by the Airport Director and County building officials as may be necessary to determine compliance with safety codes, Airport Rules and Regulations, and lease agreements. Reasonable notice will be given to each hangar lessee or owner prior to any compliance/fire code inspection. Minimum or no notice inspections may be made by county, state, or federal law enforcement personnel. Inspections shall be monitored by the Airport Director or a member of the Airport staff.

7.82 – Inspection Access

County representatives shall make a reasonable attempt to contact T-hangar tenants to arrange access. A tenant's inability or unwillingness, however, to provide access to the hangar shall not preclude the County from inspecting said premises.

7.90 – Fire Code Compliance & Safety

All occupants of aircraft hangars shall comply with this section, as well as, all principles of fire safety. All persons shall exercise the utmost care to guard against any

threat of fire or injury to persons and property on the Airport. All occupancies shall comply with applicable federal, state, and local law.

7.91 – Fire Extinguisher

Each hangar shall be equipped with at least one (1) fire extinguisher in the hangar with a minimum rating of 2A 10 BC. The extinguisher will be provided by the County, inspected annually and serviced, as required at County expense.

7.92 – Electrical

The County maintains electrical service to each T-hangar. Modifications to the lighting and electrical service require prior permission of the Airport Director and must be comply with all applicable building code standards and requirements. The use of high amperage power tools and equipment is prohibited.

7.93 – Flammables

No flammable liquid or other hazardous material shall be stored in individual T-hangars in containers with greater than 5 U.S. gallons in capacity. Aircraft operators may store modest (less than 5 gallons) quantities of aircraft engine oil and other lubricants, provided they are stored in proper containers. The accumulated storage of such materials shall not exceed a total of 25 U.S. gallons in any one T-hangar. Aircraft owners with Auto Fuel STCs on their stored aircraft may conduct self-fueling of the stored aircraft. Self-fuelers shall notify the Airport Director of their Auto Fuel STC status for insurance purposes.

8. COMMERCIAL/FIXED BASE OPERATORS

8.10 – General

This section applies to any person or entity providing (for profit) aeronautical services to the flying public on the Airport including commercial operators and specialized aviation service operations (SASOs). Airport Minimum Standards also apply to Fixed Base Operators (FBOs) and Commercial operators.

8.20 – Classification

- (a) **Specialized Aviation Service Operation (SASO):** an individual or entity at the Airport providing one or more of the following services:
 - (1) specialized aircraft repair services (avionics/radios, painting, upholstery, propellers, instruments, accessories, etc.);
 - (2) aircraft airframe and power plant maintenance and repair;
 - (3) flight training or flight instruction;
 - (4) aircraft sales;
 - (5) aircraft rental;
 - (6) aircraft charter and air taxi service; or
 - (7) commercial aircraft storage.
- (b) A commercial Fixed Base Operator (FBO) is an entity conducting or providing one or more aeronautical services on the Airport for profit, in accordance with these Rules and Regulations and the requirements outlined in the Airport Minimum Standards document (exception: individual certified flight instructors).
- (c) Non-Aeronautical Commercial Support Services are those activities which augment aviation operations, and are available to the general public, including: ground transportation (taxis, car rental, shuttle vans, limousines); restaurants, retail shops, barber shops, auto parking lots, recreational facilities, and any other commodities, services or accommodations.

NOTE: Any prospective Commercial Operator (other than an individual FAA certified flight instructor) seeking to conduct/provide aeronautical services at the Airport must provide a letter of financial integrity, to the County's satisfaction, from a bank or trust, company doing business in the area, or other such source readily verified through normal banking channels. This letter could include, but is not limited to, loan status and/or satisfaction history, length of relationship, any defaults, etc. The prospective Operator must also demonstrate they have the financial ability or backing, where applicable, for the construction of facilities for the proposed concept of operation. In addition, the financial institution letter should include a current financial net worth statement clearly showing the applicant holds unencumbered current assets in a total amount equaling at least three (3) months estimated maintenance and operating expenses. A performance bond may be used to meet this requirement.

8.21 – Permissions, Licenses, Lease Agreements

Each SASO or FBO operator must apply for and take possession of the required permits, licenses, and approvals prior to conducting commercial business on the Airport. No person shall provide any services to the public in exchange for monetary compensation on the Airport without **first** obtaining the required permissions, licenses, and clearances, as specified herein, and in the Airport Minimum Standards, including, but not limited to, the following:

1. County Airport property lease, approved by the Council;
2. Health and Safety review, issued by the County Building Official and Fire Chief;
3. SC DHEC permits, if applicable; and
4. Applicable FCC and FAA licenses (as applicable).

8.30 – Business plans

Each prospective SASO or commercial FBO operator shall prepare and submit a written formal business plan for Council approval. The Council or its designee shall review the plan within forty five (45) days and either accept the plan or recommend changes.

8.31 – Limited or Full Service FBO Application

Each person proposing to qualify and operate as a full or limited service FBO must:

- (a) Secure a valid property lease with the County for the proposed site;
- (b) Submit a business plan, as outlined in the Airport Minimum Standards;
- (c) Submit a copy of a proposed sub-lease agreement, if applicable;
- (d) Provide evidence of adequate supplemental insurance coverage for the specific aeronautical services provided (example: Hangar Keepers insurance, completed operations insurance, etc.) as applicable;
- (e) Provide evidence of adequate liability insurance coverage (See Airport Minimum Standards); and
- (f) Provide evidence of workers' compensation insurance, if applicable.

8.40 – Pricing of Aeronautical Services

- (a) Each Fixed Base Operator (FBO) shall furnish its accommodations and/or services on a fair, equal, and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided an FBO is allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar type of price reductions to volume purchasers.
- (b) Non-compliance with the provisions of Section 8.40(a), above, shall be cause for termination of an Airport Operating Permit.

8.50 – Parking in Leased Areas

On all leased land parcels, the lessee shall have the right to assigned vehicle parking as specified in Section 2.22. Lessee may charge fees at their discretion after proper notice is provided as specified in Section 8.40, above, on those sites under lease. All aircraft parking shall remain subject to the approval of the Airport Director, which

approval shall not be unreasonably withheld.

8.60 – No County Representation

No employee or representative of any SASO, commercial FBO, or lessee shall be authorized, or assume to be authorized, to act as an agent for or in behalf of Oconee County in matters of Airport operation or policy, or otherwise.

8.61 – Designated Authority

The Airport Director or his authorized designee is duly charged by the County to provide for the proper and safe operation of the Airport and administer the provisions of the Airport Rules and Regulations, along with the statutes, regulations, and standards referenced therein.

8.70 – Location of FBO Operations

Only authorized SASO operators or Fixed Base Operators shall be allowed to conduct business operations on Airport property designated for such operations in the Airport Layout Plan, as amended from time to time.

8.80 – Lessee/Lease Violations

Whenever the Airport Director has determined that a tenant, SASO operator, or FBO is providing services in violation of these Rules and Regulations or the Airport Minimum Standards, a Notice of Violation shall be issued to FBO operator specifying the nature of the violation, the intent to terminate the Operating Permit if the violation is not corrected, and the procedures for requesting a hearing pursuant to Section 1.80 of these Rules and Regulations.

9. SPECIAL USE OPERATIONS

9.10 – General

This section provides for the monitoring and regulation of special use operations on the Airport. Specific uses are addressed and appropriate operations procedures are identified. Some procedures may deviate from criteria established elsewhere in these Rules and Regulations. These provisions, however, shall prevail for the specified operation.

9.20 – Ultralight Operations

9.21 – Introduction/Applicability

- (a) This section applies to Ultralight Aircraft, as defined in FAR Part 103.1, including weight, flight speeds, fuel capacities, and required equipment and limitations. Only those aircraft meeting the prescribed design criteria may be operated under the provisions contained herein.
- (b) This section applies to the pilot or operator of the ultralight aircraft, as identified and defined in FAR Part 103.7, and other relevant parts, as applicable.
- (c) This section incorporates all applicable portions of Federal Air Regulations, Advisory Circulars, and similar guidelines, specifically, applicable portions of FAR Parts 61, 91, & 103; by reference, as though they were fully written and included herein.
- (d) The requirements of this section shall not apply to transient ultralight aircrafts.
- (e) This section shall not apply to aircraft and/or pilots that are registered with the FAA and possess a valid pilot's certificate and aircraft airworthiness certificate, as provided for in those applicable parts of Federal Air Regulation.

9.22 – Registration

- (b) All ultralight aircraft based at or operated routinely from the Airport shall be registered in the Airport office on the prescribed form.
- (c) All ultralight aircraft which operate from the Airport shall be registered with a national organization, recognized by the FAA, such as the Experimental Aircraft Association (EAA), the United States Ultralight Association (USUA), or similar organization.
- (d) All operators (pilots) of ultralight aircraft must possess valid pilot ratings issued by the national organization appropriate for their operation.
- (e) Proof of all required registration and rating information must be presented to the Airport Director for approval, and copies thereof must remain on file in the Airport office.
- (f) Any changes in aircraft ownership, registration, or rating information must be provided to the Airport office within ten (10) days.
- (g) Insurance is required for all ultralight operations on the Airport. The ultralight operator/owner shall indemnify, defend, and hold harmless the County, its officers, officials, employees, and volunteers from any and all loss, damage, and liability for claims and/or damages, including attorney's fees and other

costs of defense incurred by the County, whether for damages to or loss of property, or injury to or death of any person or entity, including the owners or operators and their officers, agents, employees, heirs and assigns, which shall in any way arise out of or be connected with ultralight operations. To this end, the ultralight operator/owner shall secure and maintain, during the term of this agreement certain insurance for each ultralight that shall protect the County in such manner and amounts as set forth below:

- (v.) The carrier must have a Best's rating of A-VII or better.
- (vi.) The policy limit shall be three hundred thousand (\$300,000) dollars per person per occurrence for bodily injury and five hundred thousand (\$500,000) dollars property damage per occurrence, and one-million (\$1,000,000) dollars combined per occurrence. The policy shall be endorsed to name the County as an "additional insured." Said endorsement shall be executed by a representative authorized to issue same.
- (vii.) The insurance coverage shall be primary insurance, as respects to the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the ultralight operator/owner's insurance and shall not contribute with it.
- (viii.) The endorsement shall specifically state that the insurance coverage provided under this policy shall not be suspended, voided, canceled by either party, reduced in coverage or in limits, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the County.
- (v.) Renewal endorsements shall be provided to the County annually, thirty (30) days prior to the anniversary date of each agreement.

9.23 – Waivers and Exemptions

- (a) As provided in FAR Part 103.1(a), the Ultralight Aircraft used or intended to be used for manned operation in the air by a single occupant. Except as specified in an appropriate waiver or exemption letter, no person may operate an ultralight with more than one occupant. Any operation under a waiver or exemption letter must be done so in strict compliance to all provisions contained therein.
- (b) Each waiver or exemption letter required under this part shall be presented to the Airport Director for review and a copy of same shall be maintained on file in the Airport office.
- (c) Insurance coverage required in Section 9.22(f), above, shall specify and provide coverage for the appropriate exempted operation identified in the exemption letter.
- (d) Flight Instruction/Training is a commercial activity and shall be conducted only in full compliance with the requirements in the Airport's Minimum Standards for Aeronautical Activities, and other applicable provisions of Airport Regulations and FAR's.

9.24 – Agreement

- (a) Each person who operates an ultralight on or from the Airport under the provisions of this regulation shall first complete a verbal orientation and briefing on all applicable requirements and operations procedures with the Airport Director.
- (b) Each person who operates an ultralight on or from the Oconee County Regional Airport under the provisions of this regulation shall agree, in writing, to comply with and abide by all provisions contained herein and all regulations, advisory circulars, exemptions, ordinances, and other documents attached hereto, or otherwise incorporated herein. Failure to comply may result in the revocation of the person's privilege to operate an ultralight on or from the Airport.

9.25 – Airport Access

- (a) Access and use of designated Common-Use areas of the Airport is granted to authorized Ultralight users operating under the provisions of this section.
- (b) Operation on these Common-Use areas is restricted to only those sections of taxiway necessary to access the runway and other pertinent Airport facilities, and the portion of the grassy area north of runway 7-25 to be used by ultralight and tailwheel aircraft.
- (c) Access to the airside of the Airport is granted through security gates and other Airport security provisions by the route approved by the Airport Manager.
- (d) Only the ultralight aircraft and its pilot are allowed beyond (north of) the terminal apron. Family, spectators, and private vehicles are not allowed on runways, taxiways, or their adjacent safety areas. All observers/spectators must remain in designated spectator areas, except by authorization of the Airport Director.

9.26 – Flight Operations

- (a) FAR Part 103.15 states no person shall operate an ultralight aircraft over any congested area of a city, town, or settlement, or any open air assembly of persons.
- (b) FAR Part 103.11(a) states no person may operate an ultralight aircraft except between the hours of sunrise and sunset.
- (c) FAR Part 103.23 identifies the flight visibility and cloud clearance requirements for operation of an ultralight.
- (d) Oconee County Regional Airport underlies Class E airspace. The appropriate ATC authority for Oconee County Airport is Greer Approach Air Traffic Control.
- (e) At any time the prevailing wind at the Airport exceeds the limitations of the ultralight, then such ultralight operations are prohibited and shall cease.
- (f) No ultralight aircraft shall operate within one (1) nautical mile of the Airport EXCEPT for the purpose of take-off or landing.
- (g) Ultralight takeoffs and landings are prohibited on the paved surface of Runway 7-25, Taxiways A, A1, A2, A3, A4, A5, A6, and all aprons and

taxilanes. Ultralights should cross Runway 7-25 as expeditiously as possible on a path perpendicular to the runway centerline.

(h) All take-offs and landings shall be conducted as follows:

- (i.) **No Take-offs and Landings shall be attempted when another aircraft is taking off or landing on the paved runway in use. No Take-offs and Landings shall be attempted when another aircraft is on final to the runway in use (within 3 nautical miles).**
- (ii.) All TAKE-OFFS shall commence from the grassy area north of Runway 7-25.
- (iii.) After take-off, the ultralight shall turn north to a downwind heading, remaining north of the Airport facility at all times.
- (iv.) The ultralight shall then depart the Airport area to the north, REMAINING clear of Runway 7 and 25 final approach paths and remaining clear of Eagle Ridge Airport 1 mile northwest.
- (v.) LANDING ultralights shall approach the Airport from the NORTH, at or below 500 feet AGL, and remain clear of the Runways 7 and 25 final approach paths and Eagle Ridge Airport.
- (vi.) Landing ultralights: Runway 7: ENTER the pattern on a LEFT BASE remaining INSIDE (east) of Shiloh Road. Runway 25: ENTER the pattern on a RIGHT BASE remaining INSIDE (west) of Seneca Creek Road.
- (vii.) Landing ultralights shall YIELD to any final approach traffic by CIRCLING to the north, at or below 500 feet AGL, to re-enter the base leg for the runway in use.
- (viii.) Touchdown as close as practical to the center of the grassy area north of the paved runway, announce intentions to cross runway prior to taxi back and exit the Runway at Taxiway "A3."
- (ix.) No ultralight shall fly across the centerline of Runway 7-25, or extended centerline, within one mile of the Airport.

9.27 – Radio Communications

- (a) All radio equipped Ultralights operating in the Airport traffic pattern should maintain constant two-way radio communications on the CTAF frequency (122.7).
- (b) At the appropriate time, position reports should be broadcast similar to the following:
 - (i.) *"... Ultralight departing Runway XX, downwind departure, north of Oconee County Airport..."*
 - (ii.) *"... Ultralight clear of the airport traffic pattern, to the north..."*
 - (iii.) *"... Ultralight inbound from the north for left (right) base entry to Runway 7 (25), 500 feet AGL "*
 - (iv.) *"... Ultralight on left (right) base for Runway 7 (25), landing in the grass ..."*

(v.) "... Ultralight on final for Runway 7 (25), landing in the grass..."

(vi.) "... Ultralight clear of Runway 7-25..."

9.28 – Other Regulations

Except as provided within this section, all other applicable provisions of these regulations shall apply to and remain in effect for all operations of Ultralight Vehicles on the Airport or within the Airport Traffic Pattern.

9.30 – Parachute Operations

9.31 – County Authorization

No person shall conduct parachute operations on or about the Airport without first obtaining authorization from the Airport Director, in accordance with the Airport Minimum Standards and these Rules and Regulations.

9.32 – Drop Zone

No person shall jump into the Airport, except into an established drop zone or target area, as established by the Airport Director. All parachute landings shall be made only on the designated drop zone. Deliberate parachute landings on areas other than the designated drop zone (i.e. the runway or taxiways and adjacent areas) are not authorized unless special permission has been granted in advance by the Airport Director. Permission to land outside the drop zone shall be limited to a specific time period, as granted by the Airport Director.

9.33 – Parachuting Safety Notifications

No person shall operate an aircraft carrying jumpers or allow said jumpers to exit their aircraft without first assuring that all necessary notifications, as required by FARs, are complied with. Said notification shall include at least, but may not be limited to, the prior filing of a Notice to Airman (NOTAM) with the appropriate Flight Service Station, the inflight coordinating with the appropriate Air Route Traffic Control Center, and the required advisories on the Airport Common Traffic Advisory Frequency (CTAF), 122.7 MHz.

9.34 – Parachute Jump Notification to Airport

No person acting as pilot of a jump aircraft dropping parachutists onto the Airport shall allow jumpers to exit the jump aircraft without giving advance notice to Airport staff of the proposed jump operation.

9.35 – Parachute Safety Observer

No person shall conduct a parachute operation of any kind without first ensuring that a qualified parachute safety observer is in place during the proposed skydiving operation. Said observer shall ensure that on-duty Airport staff and all aircraft are adequately informed of the parachute jump by announcing to the Airport traffic on the CTAF (122.7 MHz), and identifying the location of the descending jumper(s) to affected traffic as necessary.

9.46 – Cloud Cover

No person, acting as pilot-in-command of a jump aircraft, shall operate said aircraft so as to climb above a published cloud cover (ceiling), as defined by FAR's (broken or

overcast ceiling), and/or allow skydivers to exit said aircraft over the Airport above the cloud cover so that jumpers will fall through or in close proximity to clouds on their descent to the Airport, below.

9.47 – Commercial Skydiving

No person shall operate a commercial skydiving business on the Airport unless that person has complied with all requirements, as applicable, contained in the Airport Minimum Standards.

9.50 – Aerial Application Operations - Agriculture

No person shall base or conduct aerial application (crop dusting) from the Airport unless that person has been issued appropriate licenses and permits, and the subject operation has been coordinated with and approved by the Airport Director in writing.

9.51 – Ground Access

Aerial Applicator ground support equipment shall access the Airport and establish support operations only as designated by the Airport Director. No vehicle shall operate on any runway or taxiway.

10. AIRPORT OPERATING PERMITS

10.10 – General

No person shall offer aeronautical services or conduct another business activity on the Airport without first obtaining the required licenses and permits, as outlined in Section 8.21 of these Rules and Regulations, the Airport Minimum Standards, and as may be required by federal, state, and local law.

10.15 – Non-Compliance

Failure to comply with any of the provisions of this section shall be considered a violation of Airport Rules and Regulations and, in addition to any other penalties, shall constitute a public nuisance and grounds for termination of the offending operation and removal from the Airport of all involved persons, entities, and property. Those persons found to be in violation of any of the provisions of these Rules and Regulations may be cited and prosecuted.

10.20 – Use Permit

No Aeronautical Services may be established on the Airport without first obtaining the review of the Aeronautics Commission and Council. Land uses shall comply with requirements of the County's Zoning and Airport Master Plan documents including applicable provisions calling for use permits and/or development plans. In all instances, Airport business users shall obtain an Airport operating permit and comply with applicable laws, ordinances, codes, rules and regulations, and minimum standards.

10.30 – Airport Operating Permit

No person shall provide any Aeronautical Services on the Airport without first obtaining an Airport Operating Permit. Said permit shall be issued by the Airport Director, after receiving comment from the Airport Director and the Aeronautics Commission, as required.

10.11 – Application

Each person proposing to apply for an Airport Operating Permit shall submit application to the County, in writing, via the Airport Director, substantially as outlined in the Airport Minimum Standards requirements for such application.

10.42 – Evaluation

Applications for an Airport Operating Permit shall be evaluated as provided in these Rules and Regulations and the Airport Minimum Standards on the basis of compatibility with other and neighboring uses and activities on the Airport. Applications shall also be reviewed to determine consistency with established Airport policies as outlined in this Rules and Regulations Document. The requirements of this section may be met in the form of an Airport Property Lease, if issued or required, for the development of adequate facilities to conduct the proposed business.

10.43 – Fees

The applicant shall pay operating fees, as established in the adopted Airport Fee Schedule referenced in these Airport Rules and Regulations and available from the

Airport Director.

10.44 – Liability Exposure

No application shall be approved which unduly creates additional hazard or liability exposure to the public, the Airport, or Oconee County.

10.45 – Liability Insurance

Each applicant for an Airport Operating Permit shall provide and continue to maintain adequate commercial general liability insurance in a form and by an underwriter acceptable to the County, to those minimum limits as specified by law and Oconee County. Each policy covering operations on the Airport shall name "Oconee County" as additional primary insured and shall protect the County in such manner and amounts as set forth below:

- (i.) The carrier must have a Best's rating of A-VII or better.
- (ii.) The policy limit shall be one million (\$1,000,000) dollars per person per occurrence for bodily injury and one million (\$1,000,000) dollars property damage per occurrence, and three million (\$3,000,000) dollars combined per occurrence. The policy shall be endorsed to name the County as an "additional insured." Said endorsement shall be executed by a representative authorized to issue same.
- (iii.) The insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the operator/owner's insurance and shall not contribute with it.
- (iv.) The endorsement shall specifically state that the insurance coverage provided under this policy shall not be suspended, voided, or canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.
- (v.) Renewal endorsements shall be provided to the County annually, thirty (30) days prior to the anniversary date of each agreement.

10.47 – Public Protection

Each applicant for an Airport Operating Permit who proposes to conduct members of the public on the Airport operating areas, and on or near aircraft, shall provide, to the satisfaction of the Airport Director, a written procedure which provides for the safe and efficient handling of the public in these areas and which does not create undue hazard to the public or those aircraft operating within the proposed areas.

10.48 – Renewal

Each Airport Operating Permit shall be valid for a period of one (1) year from its date of issue. Renewal may be made by County Staff without formal application request by applicant. The Airport Director shall, however, review each operating Permit at the time of renewal to assure full compliance with Airport Regulations, the terms of the permit, and any change in the scope of operation which would dictate a modification to

the permit, itself. Said permit shall be modified as necessary at the time of its renewal.

10.50 – Special Events

No person or organization shall hold or cause to be held any special event or gathering at the Airport, utilizing Airport facilities, involving the assembly of more than ten (10) aircraft and/or thirty (30) people, outside of normal prescribed Airport operations, without first obtaining an Airport Special Event Permit from the Airport Director. This permit shall define the conditions and areas under which the event may take place and the provisions and responsibilities of the organizing party. The event shall take place only so long as the conditions of the permit are met. Any violation or deviation from said permit/provisions shall constitute grounds for termination of the event. It shall be the responsibility of the Airport Director to assure all terms and conditions are met and the public health, safety, and welfare with respects to the specific operation are maintained.

10.51 – Application

An applicant for an Airport Special Event Permit shall submit an application to the Airport Director on a form approved by the County. Such application shall include the name and address of the sponsoring organization, those principal persons involved, the scope and extent of the proposed event, and the number of persons and/or aircraft anticipated to attend.

10.52 – Evaluation

Applications for an Airport Special Event Permit shall be evaluated on the basis of relative merit, compatibility with Airport operations, anticipated benefit to the Airport, the Public, and the County of Oconee, and the conformity with allowed uses on County and Airport property.

10.53 – Fees

The fees charged for an Airport Special Event Permit shall be in accordance with those fees specified in the current Airport Users Fee Schedule. The fees charged shall also reflect any additional Airport staff time or services which may be required for the event.

10.54 – Liability Exposure

No application for an Airport Special Event Permit shall be approved which unduly creates additional hazard(s) or liability exposure to the public, the Airport, or Oconee County.

10.55 – Liability Insurance Requirement

Each applicant for an Airport Special Event Permit shall provide adequate liability insurance in a form and by an underwriter acceptable to the County, to those minimum limits as specified by the County for the event. Such insurance shall remain in effect during that period of time of the event as specified in the Special Event Permit. Each policy covering a special event on the Airport shall name "Oconee County" as an additional primary insured without offset to the County's own liability insurance."

10.56 – Alcoholic Beverages

No alcoholic beverage shall be served on Airport premises in conjunction with any special event allowed under the provisions of this section. Deviations from this provision require special permission of the Council and a permit issued by the South Carolina State Alcoholic Beverage Control Department. The appropriate County Alcohol Permit request shall be completed and adequate event insurance shall be secured.

10.58 – Special Event Crowd Control/Operations

Each applicant for an Airport Special Event Permit who proposes to involve more than one-hundred (100) persons outside of normal Airport Operations for said event shall submit a Crowd Control/Event Operations Plan to the Airport Director for review and approval. Such plan shall include but not be limited to provisions for the following issues as pertains to the proposed event.

- (a) Transient (Spectator) Aircraft Parking
- (b) Participant Aircraft Parking
- (c) Static Display Area
- (d) Spectator Area
- (e) Concession Areas
- (f) Public Accommodations (Restrooms, First Aid, etc.)
- (g) Ground Handling of Aircraft and Vehicles
- (h) Personnel Training and Coordination
- (i) Public Address and Communication
- (j) Volunteer coordination

10.59 – Event Notification

All licenses, permits, waivers, and certificates required herein shall be applied for a minimum of thirty (30) days prior to the proposed event. Said documents shall be completed and submitted for final review and approval by the County via the Airport Director no less than fifteen (15) days prior to the date of the proposed event. In cases where the required permit requires additional time to process, then the applicant shall submit application with enough time to provide for completion fifteen (15) days prior to the event.

10.60 – Waivers

The Airport Director may waive, approve, or require additional information or provision for any of the elements above, based upon the scope of the proposed event.

EXHIBITS

Exhibit A – Oconee County Regional Airport Traffic Patterns



**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: February 7, 2017
COUNCIL MEETING TIME: 6:00**

ITEM TITLE [Brief Statement]:

Resolution 2017-01 "A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN REAL PROPERTY IN OCONEE COUNTY, SOUTH CAROLINA; AND OTHER MATTERS RELATED THERETO."

BACKGROUND DESCRIPTION:

Resolution 2017-01 will authorize the County Administrator to complete the purchase of certain real property being transferred by the School District of Oconee County to Oconee County for nominal consideration (\$10.00). The Property will be used for the new Bountyland fire sub-station.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

None

FINANCIAL IMPACT [Brief Statement]:

Check Here if Item Previously approved in the Budget. No additional information required.

Approved by : Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

Approved by : Grants

ATTACHMENTS

None

STAFF RECOMMENDATION [Brief Statement]:

It is staff's recommendation that Council pass Resolution 2017-01.

Submitted or Prepared By:

Approved for Submittal to Council:

S/ David A. Root

Department Head/Elected Official

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
RESOLUTION 2017-01**

**A RESOLUTION AUTHORIZING THE PURCHASE OF CERTAIN
REAL PROPERTY IN OCONEE COUNTY, SOUTH CAROLINA;
AND OTHER MATTERS RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (the "County"), is a body politic and corporate and a political subdivision of the State of South Carolina; and

WHEREAS, the County is in the process of constructing a new County fire sub-station in the Bountyland area of the County; and

WHEREAS, the fire sub-station is to be located on a portion of TMS # 208-00-01-014 consisting of approximately 1.39 acres located on South Cove Road, as shown on Exhibit A, attached hereto (the "Property"); and

WHEREAS, the School District of Oconee County ("SDOC") has offered to transfer the Property to the County for nominal (\$10.00) consideration; and

WHEREAS, for the foregoing reasons, Oconee County Council desires to purchase the Property.

NOW, THEREFORE, be it resolved by the Oconee County Council, in meeting duly assembled, that:

1. The County Administrator is hereby authorized to complete the purchase of the Property and to undertake all such other lawful actions, consistent herewith, as may be necessary and appropriate to obtain good and marketable title to the Property for the County.

2. Should any portion of this Resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this Resolution, all of which are hereby deemed separable.

3. All orders, resolutions, and enactments of Oconee County inconsistent herewith are to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

4. This resolution shall take effect and be in full force and effect after enactment by Oconee County Council.

RESOLVED in meeting, duly assembled, this ____ of _____, 2017.

OCONEE COUNTY, SOUTH CAROLINA

Edda Cammick, County Council Chair
Oconee County, South Carolina

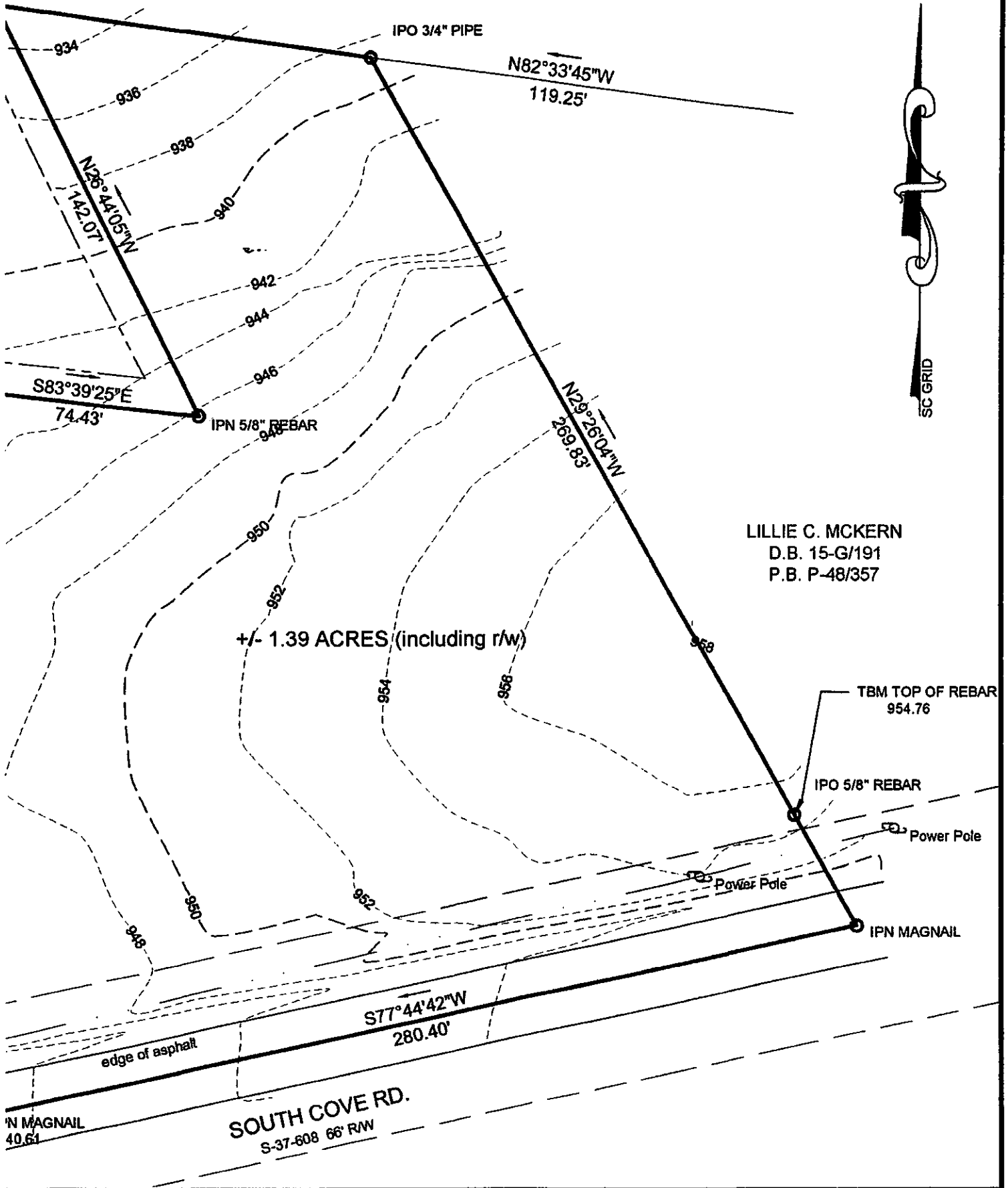
ATTEST:

Clerk to County Council
Oconee County, South Carolina

R2017-01

TRIBBLE FOUNDATION
D.B. 3-P/112

IPN 5/8" REBAR



LILLIE C. MCKERN
D.B. 15-G/191
P.B. P-48/357

+/- 1.39 ACRES (including r/w)

TBM TOP OF REBAR
954.76

IPO 5/8" REBAR

Power Pole

Power Pole

IPN MAGNAIL

S77°44'42"W
280.40'

SOUTH COVE RD.
S-37-608 66' RW
40.61



PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: February 7, 2017

ITEM TITLE:

Procurement #: RFP 16-09 Title: Engineering Services for Solid Waste Department: Solid Waste Amount: TBD

FINANCIAL IMPACT:

There is no dollar amount associated with this approval at this time. Any future Solid Waste engineering project that exceeds \$50,000 will be brought to Council for approval.

BACKGROUND DESCRIPTION:

The Solid Waste Department wanted to secure the services of an engineering firm that specialized in Solid Waste related issues such as: planning, permitting, facility design, environmental monitoring and reporting and construction design and quality assurance, so that there would be one firm responsible for all future projects including any required reporting to SCDHEC.

A Request for Proposals, RFP 16-09, Engineering Services for Solid Waste was issued on November 3, 2016 and sent to 17 firms. Four proposals were received on December 1, 2016. An Evaluation Committee consisting of Rick Martin, Quarry Manager, Kyle Reid, Assistant Roads and Bridges Manager, Swain Still, Solid Waste Director, Maureen Whitman, Recycling Coordinator, and Amy Woody, Office Manager for Solid Waste reviewed and scored the proposals and recommended Smith Gardner, Inc. for award. Contract and fee negotiations were held and Smith Gardner Inc., agreed to the County's contract terms and their hourly fee schedule was acceptable. This contract will be for one year with four additional one-year term renewals if all work is satisfactory.

ATTACHMENT(S):

1. Professional Services Agreement with Fee Schedule
2. Summary Score Sheet

STAFF RECOMMENDATION :

It is the staff's recommendation that Council (1) approve the award of RFP 16-09, Engineering Services for Solid Waste, to Smith Gardner Inc., of Raleigh, NC and (2) Authorize the County Administrator to execute the original contract after approval and renew this contract yearly, up to five years total, as long as all work is deemed satisfactory.

Submitted or Prepared By: _____
Robyn Courtright, Procurement Director

Approved for Submittal to Council: _____
T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (the "Agreement") has been made and entered into this ___ day of January, 2017, by and between Oconee County, South Carolina (the "County"), and Smith Gardner, Inc. ("Company").

WHEREAS, the County issued a Request for Proposals (the "RFP"), advertised on November 3 and 4, 2016, for a company to provide services; and,

WHEREAS, the Company appears to have complied with all requirements set forth in the RFP and was the apparent successful proposer; and,

WHEREAS, the County desires to allow the Company, a legal entity properly authorized to do business under the laws of the State of South Carolina, to provide the services sought by the RFP; and,

WHEREAS, the Company desires to provide said services pursuant to the terms and conditions of this Agreement:

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Performance by Company.

The Company shall fully perform and execute all of the work necessary to complete the services for the County, in the manner requested by the County, as outlined in the RFP, the proposal of the Company, and in accordance with the specifications attached hereto as Exhibit A (the "Scope of Services") and hereby incorporated herein by reference (the "Work").

2. General Conditions.

This Agreement shall be subject to and governed by the General Conditions attached hereto as Exhibit B and hereby incorporated herein by reference (the "General Conditions").

3. Contract Documents.

The General Conditions, Special Conditions, the RFP, the proposal of the Company, this Agreement, the Specifications, and all exhibits, shall collectively constitute the "Contract Documents."

4. Commencement and Term of Agreement.

a. Term of Agreement.

The term of this Agreement shall be for a period of one (1) year commencing on March 1, 2017 and terminating on February 28, 2018. The County shall have separate options to extend the initial term for four (4) consecutive one (1) year terms on the same terms and conditions contained herein. The option to extend may only be exercised by the County, in its sole discretion, by giving written notice thereof to Company at least sixty (60) days prior to the expiration of the initial or then current term of this Agreement, as the case may be.

Investigation by Company Prior to Submission of Proposal.

The Company represents that it has analyzed the Contract Documents and investigated the conditions for the Work, all to the Company's satisfaction, prior to submitting its proposal and any delays or damages caused by terms or adverse conditions which were capable of being identified prior to the submission of the Company's proposal shall be at the sole risk of the Company.

5. Payment by County.

a. Basic Services. Unless the parties otherwise agree at the time the scope of work for a specific project has been defined, the Company agrees to negotiate a proposal with itemized fees.

b. Special Services. The following rates for labor and expenses shall be applicable. The hourly rates shown include salaries, payroll costs, overhead and profit. Please see Exhibit C for Fee Schedule.

6. Authority to Act.

The undersigned hereby represents and warrants that the Company is a duly formed legal entity and registered and in good standing in the State of South Carolina and that _____, whose title is _____, is authorized to act for and bind the entity to this Agreement.

IN WITNESS OF THIS AGREEMENT, The Company and the County have caused their names to be subscribed and their seals to be affixed as to the day and year first above written.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Print Name: _____
Title: _____

COMPANY

(Name of Corporation or Entity)

By: _____
Print Name: _____
Title: _____

EXHIBIT A

SCOPE OF SERVICES

1. In General

The Company agrees:

- a. To deliver high quality professional services that can be audited against established standards.
- b. To deliver professional services in a cost-effective manner with reporting and accountability to the County.
- c. To provide professional services at full staffing using only licensed, certified and professionally trained personnel.
- d. To maintain an open and cooperative relationship with the administration and staff of the County.
- e. To maintain complete and accurate records.

2. Services to be Provided by Company:

The engineering consultant shall provide the professional engineering and related services necessary to design, permit and provide construction administration and construction quality assurance of solid waste projects in accordance with all applicable local, state and federal laws; rules, regulations and the South Carolina Solid Waste Policy and Management Act of 1991, as amended. It is the goal of this Request for Proposals (RFP) to select a qualified engineering consultant firm capable of providing the County all professional engineering services necessary for the Solid Waste Department.

Services expected to be required during the term of this agreement will include, but will not be limited to, the following:

- a) Provide professional solid waste engineering services regarding issues that may arise in the operations and environmental compliance of the County's solid waste management facilities.
- b) Provide planning, engineering, design and permitting assistance in accordance with SCDHEC regulations.
- c) Advise and assist in ensuring that the County is in compliance with all pertinent SCDHEC regulations.
- d) Advise and assist in all landfill related issues including monitoring and reporting, wetlands, storm water, etc.
- e) Update the County Solid Waste Management Plan as necessary.
- f) Assist in development of expansion and long term plans for the landfill and other facilities on the landfill property.
- g) Preparation of project documentation, plans, specifications, cost estimates, related studies, master plans, requests for waivers or permits from higher governmental authorities, and any briefing materials associated with operation/maintenance and construction of the Solid Waste Facility. Documents must provide a clear understanding of the landfill expansion needs within Oconee County, South Carolina, and lay out a clear, logical, ordered approach that should be followed to solve those needs.
- h) If a comprehensive design is required, project design phases shall include: Program, Schematic, Construction Documents, and Construction Management phases.
- i) Professional management throughout all phases of the project shall be required including, but not limited to, periodic progress reports/meetings, proper processing of invoices for services, timely processing of project correspondence, and contractor requests for payment and submittals

3. Deliverables

To be determined in future work authorizations mutually agreed upon by the County and the Company.

4. Other Matters

- a. **In addition to any meetings set forth in the Contract Documents, the Company shall regularly meet with County-designated personnel or representatives as deemed necessary by the County.**
- b. **The Company shall provide all services described herein in accordance with all appropriate state and federal laws and regulations.**
- c. **The Company shall safeguard any confidential information received as a result of or pursuant to the Contract Documents to ensure that the information is not improperly disclosed. The Company will allow access to this information to other persons or organizations only if clearly directed to do so, in writing, by the County. The Company shall meet all statutory standards of confidentiality, including, without limitation, those set forth in any applicable federal or South Carolina state law.**

EXHIBIT B

GENERAL CONDITIONS

1. **County's Right to Stop the Work.** If the Company fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the County may issue a written order to the Company to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the Work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Company or any other person or entity.
2. **County's Right to Carry Out the Work.** If the Company defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may, without prejudice to other remedies the County may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due to the Company the reasonable cost of correcting such deficiencies, including County's expenses and compensation for the additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Company are not sufficient to cover such amounts, the Company shall pay the difference to the County.
3. **Supervision.** The Company shall supervise and direct the Work, using the Company's best skill and attention. The Company shall be solely responsible for and have control over the Work, means, methods, techniques, equipment, sequences, and procedures and for coordinating all portions of the Work, pursuant to the specifications and the Contract Documents. The Company shall be responsible to the County for acts and omissions of the Company's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Company or any of its subcontractors.
4. **Labor and Materials.**
 - 4.1. The Company shall provide and pay for all materials and equipment necessary for proper execution and completion of the Work.
 - 4.2. The Company shall provide and pay for all professional personnel necessary to perform the Work, including the following individuals who were named in the Company's Proposal. These key personnel shall remain assigned for the duration of the Work, unless otherwise agreed to in writing by the County. In the event the Company proposes to substitute any of the key personnel designated below, the individual(s) proposed must demonstrate similar qualifications and experience as required to successfully perform such duties. The County shall have the sole right to determine whether key personnel proposed as substitutes are qualified to perform the Work. The County shall not unreasonably withhold approval of staff changes.

Position Title	Name of Individual
C. Kevin Anderson, PE	Project Manager, Sr. Geologist
John M. Gardner, PE	Quality Manager, Vice President
Stacey A. Smith, PE	President
Matt S. Lamb	Senior Scientist
W. Michael Brinchek, PE	Senior Project Manager
Kaitlen R. Drafts, PE	Project Engineer
Pieter K. Scheer, PE	Senior Engineer
Bobby Wolf, PG	Project Geologist
Britt P. Ransom	Field Services Manager
R. Chevis Strange	Field Services
Patrick D. Brownson, EIT	Staff Engineer

4.3. The Company shall enforce strict discipline and good order among the Company's employees and other persons carrying out the Work. The Company shall not permit employment of persons not properly licensed to perform the work assigned, unfit persons, or persons not skilled in tasks assigned to them.

5. Warranty. The Company warrants to the County that services furnished and Work performed under the Contract Documents will be of good quality, consistent with industry standards, and that the Work will conform to the requirements of the Contract Documents. The Company further warrants to the County that it possesses a high level of experience and expertise in the services to be provided under the Contract Documents. Work not conforming to the requirements set forth in the Contract Documents, including substitutions not properly approved and authorized, may be considered defective. The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Company by law with respect to the Company's duties, obligations, and performance hereunder. The Company acknowledges that the County is relying upon the Company's skill and experience in connection with the Work.

6. Company Assurance of Good Standing. The Company warrants that it is not in arrears to the County upon debt or contract and is not in default as surety, contractor or otherwise on any obligation to the County. The Company warrants that it is financially solvent, able to pay all debts as they mature, and is possessed of sufficient working capital to complete the Work and perform all obligations hereunder. The Company warrants that it is authorized to do business in the State of South Carolina and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the Work.

7. Taxes. The Company shall pay all sales, consumer, use and similar taxes for the Work provided by the Company.

8. Permits, Fees and Notices.

8.1 Unless otherwise provided in the Contract Documents, the Company shall secure and pay for any permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract Documents and which are legally required when Proposals are received or negotiations concluded.

8.2 The Company shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

8.3 If the Company performs Work knowing it to be contrary to laws, statutes, ordinances, and/or rules and regulations, the Company shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

9. Limitation on Liability, Release, and Indemnification.

9.1 The Company hereby releases the County from any claim or liability for damages that the Company may have arising out of the Contract Documents for property damage, injury or death.

9.2 The Company will hold the County harmless and indemnify the County, its agents, officers, County Council members, and employees from and against any and all claims, actions or causes of action and for any and all damages, liabilities, claims, penalties, expenses and costs, including, but not limited to, attorney's and other professional fees, arising out of the Contract Documents or the performance of the services described or referred to in the Contract Documents, specifically including, without limitation, the Work, but only to the extent caused by the negligent or intentional acts or omissions of the Company, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.

9.3 Company shall assume all risks and responsibilities for losses of every description in connection with the service that can be attributed either directly or indirectly to the Company.

9.4 Any approval or payment by the County shall not constitute, nor be deemed a release of the responsibility and liability of the Company, its employees, subcontractors, agents and consultants for the Work; nor shall such approval or payment be deemed to be an assumption of such responsibility by the County for any defect, error or omission in the Work performed by the Company, its employees, subcontractors, agents and consultants.

9.5 All indemnification and release provisions in favor of the County shall survive the expiration or sooner termination of the Contract Documents.

10. **Enforcement.** The Company agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of the Contract Documents.

11. **Status of Company as Independent Contractor.** It is expressly agreed that Company's status hereunder is that of an independent contractor and that Company is not an agent, employee, servant, partner, or joint venturer of the County. Company is exclusively responsible for and in control of the Company's employees and agents, and performance of Company's duties hereunder. Neither Company nor any person hired by Company shall be considered employees of the County for any purpose.

12. **Subcontractual Relations.**

12.1 Company will not subcontract work or services under the Contract Documents without the prior written consent of the County, and any such subcontract without consent of the County shall be null and void.

12.2 If Company proposes to subcontract any of the work or services under the Contract Documents, the Company will submit to the County the name of each proposed Subcontractor along with the proposed scope of work which its Subcontractor is to undertake. The County has the right to reject access to or use of any Subcontractor which the County considers unable or unsuitable to satisfactorily perform its duties.

12.3 Company agrees it shall be as fully responsible to the County for any act or omission of the Company's Subcontractors, their agents, representatives, and persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Company. Neither this provision, the County's authorization of Company's agreement with Subcontractor, County's inspection of a Subcontractor's facilities or work, or any other action taken by the County in relation to a Subcontractor shall create any contractual relationship between any Subcontractor and the County.

12.4 By appropriate agreement, written where legally required for validity, the Company shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Company by terms of the Contract Documents, and to assume toward the Company all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Company, by these Documents, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Company shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Company shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents.

13. **Contingent Assignment of Subcontracts.** Each subcontract agreement for a portion of the Work is assigned by the Company to the County provided that: (a) assignment is effective only after termination of the Contract Documents by the County for cause and only for those subcontract agreements which the County accepts by notifying the Subcontractor and Company in writing; and, (b) assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract Documents.

14. **Limitations on Assignment of the Contract Documents.** Company will not assign or transfer any interest in the Contract Documents without the prior written consent of the County, and any attempt to do any of the foregoing without such prior written consent shall be null, void, and of no effect. Any assignment or transfer of any interest in the Contract Documents will be subject to compliance with the provisions of the Contract Documents and will not alleviate any of Company's obligations in the Contract Documents.

15. **Termination by the County for Cause.**

15.1 If the Company persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or is guilty of any other material breach of a provision of the Contract Documents, the County may, without prejudice to any other rights or remedies of the County, provide written notice of termination of the Contract Documents and subsequently terminate the Contract Documents seven (7) days after said written notice and may accept assignment of subcontracts as provided herein; or finish the Work by whatever reasonable method the County may deem expedient. Upon request of the Company, the County shall furnish to the Company a detailed accounting of the costs incurred by the County in finishing the Work.

15.2 When the County terminates the Contract Documents for one of the reasons stated in the preceding paragraph, the Company shall not be entitled to receive further payment until the Work is completed.

15.3 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, and other damages incurred by the County which have not been expressly waived, such excess shall be paid to the Company as set forth in the Agreement. If such costs and damages exceed the unpaid balance, the Company shall pay the difference to the County. This obligation of payment to the Company or County, as the case may be, shall survive termination of the Contract Documents.

16. Suspension by the County for Convenience. The County may, without cause, order the Company in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the County may determine.

17. Termination by the County for Non-Appropriation. The Company hereto agrees that payments due from the County, as required under the terms of the Contract Documents, if any, are contingent upon the availability of appropriated funds. In the case of non-appropriation of funds, the County may terminate the Contract Documents in whole or in part without further obligation to the Company.

18. Termination by the County for Convenience.

18.1 The County may, at any time, terminate the Contract Documents for the County's convenience and without cause.

18.2 Upon receipt of written notice from the County of such termination for the County's convenience, the Company shall:

18.2.1 cease operations as directed by the County in the notice;

18.2.2 take actions necessary, or that the County may direct, for the protection and preservation of the Work; and

18.2.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

18.3 In case of such termination for the County's convenience, the Company shall be entitled to receive payment for documented Work already executed, and costs incurred, at the time of receiving the written notice.

19. Obligations Upon Expiration or Earlier Termination.

19.1 Upon the expiration or earlier termination of this Agreement, the Company shall promptly:

19.1.1 Upon request by the County, deliver to the County or such other person as the County shall designate all materials, supplies, equipment, keys, contracts and documents, all books of account and records maintained pursuant to the Contract Documents, pertaining to this Agreement.

19.1.2 Deliver to the County, in a reasonably organized form without restriction on future use, reproducible original plans, field surveys, maps, cross sections and other data, designs and instruments of service related to the Work.

19.1.3 Cooperate in providing all information, should the County subsequently contract with a new company for continuation of the Work.

19.1.4 Furnish all such information, take all such other action, and cooperate with the County as the County shall reasonably require to effectuate an orderly and systematic termination of the Work and the Company's services, duties, obligations and activities hereunder.

19.1.5 Furnish a report of all outstanding orders for services, materials and supplies ordered by the Company as a result of its obligations arising under this Agreement at the time of expiration or termination. Such report shall include the status of payment for such services, including whether they have been charged to or paid by the Company. Such report shall be furnished no later than thirty (30) Calendar Days after the date of expiration or termination.

20. Insurance. The Company shall, at its sole cost and expense, procure and maintain in full force and effect covering the performance of the services rendered under the Contract Documents, insurance in the types and limits specified below. In addition to the insurance coverage and limits listed herein, the Company shall obtain all other insurance coverage as may be required by law.

20.1 General Liability Insurance:

20.1.1 Limits of Liability: \$2,000,000.00 in the aggregate and \$1,000,000.00 per occurrence.

20.1.2 Coverage: Premise operations, blanket contractual liability, personal injury liability, products and completed operations, independent contractors, employees as insureds.

20.2 Workers' Compensation and Employers' Liability Insurance:

20.2.1 Limits of Liability: Workers' Compensation - Statutory Limits.
Employers' Liability - Statutory Limits.

20.2.2 Other States' coverage and South Carolina endorsement.

20.3 Business Commercial Automobile Liability Insurance:

20.3.1 Coverage sufficient to cover all vehicles owned, used, or hired by Company, his agents, representatives, employees or subcontractors.

20.3.2 Combined Single Limit: \$1,000,000.00

20.3.3 Each Occurrence Limit: \$1,000,000.00

20.4 Professional Liability Insurance:

20.4.1 Limit of Liability: \$1,000,000.00 per Occurrence

20.5 All insurance provided for in this section shall be obtained under valid and enforceable policies issued by insurers of recognized responsibility which are licensed to do business in the State of South Carolina. The County requires that Certificates of Insurance evidencing the existence of such insurance shall be submitted to the County at least ten (10) days before the Work is started. If the term of the Agreement coincides with the term of the selected firm's insurance coverage, a Certificate from the expiring policy will be accepted, but a Certificate evidencing renewed coverage of a new policy must be presented to the County no later than thirty (30) days after the effective date of the policy.

20.6 General Liability and Automobile Liability policies shall include the County as additional insured party thereunder; and all policies shall provide that at least thirty (30) days prior written notice be given to the County in the event coverage is canceled or non-renewed or coverage is reduced.

20.7 If the Company desires to self-insure any or all of the coverages listed in this section, it shall provide to the County documentation that such self-insurance has received all the approvals required by law or regulations, as well as the most recent audited financial statement of the selected firm's insurance. Any coverage which is self-insured shall provide the same coverage limits and benefits as the coverages listed in this section.

20.8 The County reserves the right to review categories and levels of insurance coverage held by the Company in an ongoing program of risk management. The Company will be notified, in writing, of coverage requirements as determined by this review and the Company agrees to secure such uniformly requested and required coverage.

20.9 If the Company fails to obtain or maintain the required insurance, the County shall have the right to treat such failure as a material breach of the Contract Documents and to exercise all appropriate rights and remedies as a result thereof.

20.10 The Company shall furnish separate Certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in the Contract Documents.

20.11 It is the intent of the specifications of insurance requirements above that the Company shall maintain in force the broadest commonly available coverage against the risks and perils listed above. If insurance against the listed risks and perils is commonly available, the failure to specify such insurance shall not relieve the Company from its duty to maintain such insurance. Also, the specification of any insurance in the Contract Documents does not limit any of the other obligations of the Company under those documents.

21. No Waiver of Breach. No failure by either the County or Company to insist upon the strict performance by the other of any covenant, agreement, term or condition of the Contract Documents, or to exercise any right or remedy consequent upon a breach of any covenant, agreement, term or condition of the Contract Documents, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter the Contract Documents, but each and every covenant, condition, agreement and term of the Contract Documents shall continue in full force and effect with respect to any other then existing or subsequent breach.

22. Waivers and Amendments to the Contract Documents. No modification, waiver, amendment, discharge or change of the Contract Documents will be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

23. Mediation.

23.1 If the parties are unable to resolve any claims between them, the parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Commercial Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party.

23.2 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Walhalla, South Carolina, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

23.3 The Company shall carry on the Work during all claims, disputes or disagreements with the County. No Work shall be delayed or postponed by the Company pending resolution of any claims, disputes or disagreements, except as authorized, in writing, by the County.

24. No Liens. South Carolina law provides that no lien may be attached to public property.

25. Notice to Company and the County. Unless otherwise specifically provided in the Contract Documents or by law, any and all notices or other communications required or permitted by the Contract Documents or by law to be served on, given to, or delivered to any party to the Contract Documents will be in writing and will be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or without personal delivery, when three (3) business days have elapsed following deposit of the notice or other communication in the United States mail, first-class postage prepaid, certified, return receipt requested, and:

If to County, addressed to:

Oconee County
415 S. Pine Street
Walhalla, SC 29691
Attn: Procurement Director

If to Company, addressed to:

Attn: _____

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

26. Compliance with the Immigration Reform and Control Act. The Company shall, at all times during the term of the Agreement, be in full compliance with the requirements set forth in Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended. The Company shall, at all times during the term of the Agreement, be in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees. The Company shall indemnify, hold harmless and defend the County against any and all actions, proceedings, penalties or claims arising out of the Company's failure to strictly comply with IRCA or Chapter 14 of Title 8 and Chapter 8 of Title 41 of the South Carolina Code of Laws, 1976, as amended.

27. Undue Influence. Company agrees not to hire any County personnel who may exercise or have exercised discretion in the awarding, administration or continuance of the Contract Documents for one (1) year following the termination of the employee from County service.

28. Unavoidable Delay - Force Majeure. If either party shall be delayed or prevented from the performance of any act required by the Contract Documents by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or other similar cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act, only, will be excused for the period of the delay; and the period for the performance of any such act, only, will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section will excuse Company from the prompt payment of any fee or other charge required of Company except as may be expressly provided elsewhere in the Contract Documents; and, provided further that any party claiming the application of this Section immediately resumes performance as soon as the cause claimed under this Section ends.

29. Compensation General Terms and Conditions.

29.1 Company's travel, meals, lodging, parking or other expenses incidental to the performance of responsibilities under the Contract Documents shall be borne solely by the Company.

29.2 The County will not make payment on behalf of the Company to any fringe benefit program, or withhold any money from compensation for any federal, state or local tax program or for any other reason, all of such obligations belonging exclusively to the Company.

30. Severability of Terms of the Contract Documents. In the event any portion of the Contract Documents is declared invalid or unenforceable by any entity of competent jurisdiction, the remaining portions of the Contract Documents are and shall be deemed separable and shall remain in full force and effect.

31. Captions. Captions in the Contract Documents are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of the Contract Documents or any of the terms of the Contract Documents.

32. Applicable Law of the Contract Documents. If legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Oconee County, South Carolina. The Contract Documents shall be governed by and construed at all times in accordance with the laws and court decisions of the State of South Carolina, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties have executed these General Conditions as of the date first written above.

OCONEE COUNTY, SOUTH CAROLINA

By:

Print Name: _____
Title: _____

COMPANY

(Name of Corporation or Entity)

By:

Print Name: _____
Title: _____

EXHIBIT C

SECTION D - COMPENSATION

Below is an hourly breakdown of all staff's professional labor costs. Out-of-pocket or indirect cost expenses include items such as subcontractor fees (laboratories), subconsultant fees, and fees associated with obtaining permits. S+G will bill these types of expenses at cost plus 30%. When out-of-pocket or indirect cost expenses are expected, S+G will work to obtain the lowest reasonable prices for these services in an effort to minimize costs, while also paying attention to the quality of the services solicited.



CONSULTANTS' REPORT FOR THE

2018 - 2021 FEE SCHEDULE

CONFIDENTIAL

Staff Professional	Hourly Billing Rates*
President Senior Engineer - Sunny Adams PE**	\$175/hour
Vice President Senior Project Manager - John M. Gidycz PE**	\$105/hour
Vice President Senior Engineer - Peter F. Schen, PE**	\$175/hour
Vice President Senior Hydrologist - John F. Smith PE**	\$142/hour
Principal Senior Project Engineer - Gregory B. Webb, PE**	\$175/hour
Principal Senior Civil Engineer - Christopher S. Jones**	\$115/hour
Project Manager Senior Ecologist - C. Kevin Anderson PE**	\$142/hour
Senior Project Manager - W. Michael Brinkley, PE	\$142/hour
Project Manager, Senior Scientist - Matthew S. Jones**	\$125/hour
Project Ecologist - Holly L. Wolf, PE	\$115/hour
Project Engineer - Earlton E. Davis, PE	\$115/hour
Project Scientist - Terri L. Brown, PhD	\$115/hour
Project Designer - Melissa M. Gorman, PE**	\$110/hour
Project Manager, Project Engineer - Donald W. Bortolotto, PE**	\$100/hour**
Staff Engineer - John P. Farrington, PE	\$85/hour
Project Manager - Gail P. Bassett, PE (MS)	\$85/hour**
Project Manager - B. David Strickland	\$85/hour
Staff Engineer - Cyrus M. Beckmann	\$85/hour
Staff Engineer - David A. Harkness	\$85/hour
Staff Engineer - Elyse M. Williams, PE	\$84/hour
Field Services Manager - Bryan S. Beckwith**	\$75/hour
Civil Engineer - Timothy S. Scarborough	\$65/hour
Staff Technician	\$42/hour
Systems Administrator - Sean F. Spitzer	\$105/hour
Director/Administrative Secretary	\$30/hour
Event Workers/Field Services	Project cost
Expenses & Fees	
Direct Project Expenses	Cost + 30%
*Rates are subject to change annually.	
**Employment	
**Standard Address for project (MS) Services	+ \$5/hour to rate

CONSULTANTS' REPORT FOR THE

SCORES

Bidders	Davis & Floyd	Hulsey McCormick & Wallace	Smith Gardner & Assoc	S & ME
Address	Greenwood, SC	Piedmont, SC	Raleigh, NC	Greenville, SC
A.	384.90	344.90	437.40	344.90
B.	239.90	285.10	450.10	275.10
C.	365.00	320.10	432.60	365.00
D.	290.10	254.90	334.90	239.90
E.	375.00	355.10	432.50	347.60
TOTAL SCORES	1684.90	1500.10	2087.50	1572.50
RANKING	2	4	1	3
AVG SCORES	336.98	312.02	417.50	314.50
AVG RANKING	2	4	1	3



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	Edda Cammick	Wayne McCall	Paul Cain	Julian Davis	Glenn Hart		
							2015-2018	2017-2020	2015-2018	2017-2020	2017-2020	2015-2018	2017-2020
							District I	District II	District III	District IV	District V	At Large	At Large
Aeronautics Commission	2-262	5-2	YES	2X	YES	Jan - March	Randy Renz [2]	David Bryant [1]	Edward Perry [2]	Don Schmidt [2]	Ronald Chiles [2]	A. Brightwell [1]	Michael Gray [2]
Ag. Advisory Board	2016-17	5-2	YES	n/a	YES	Jan - March	Debbie Sewall [2]	Doug Hollifield [2]	Michael Marshall [2]	Ed Land [2]	Vickie Wiloughby [2]	Kim Alexander [2]	Rex Blanton [2]
Arts & Historical Commission	2-321	5-2	YES	2X	YES	Jan - March	Bette Boreman [1]	OPEN	Mariam Noora [1]	OPEN	OPEN	Shawn Johnson [1]	OPEN
Board of Zoning Appeals	38-6-1	5-2	YES	2X	YES	Jan - March	Allen Medford [2]	Sammy Lee [2]	Bill Gilster [1]	Marty McKee [2]	John Menzies [2]	Josh Lusk [1]	Charles Morgan [2]
Building Codes Appeal Board		5-0	YES	2X	YES	Jan - March	George Smith [1]	Mat Rochester [1]	Bob DuBose [2]	Mike Willinson [2]	Harry Tollison [2]		
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Shea Airey [2]	Robert Davis [2]	Jennifer Moss [1]	Marvin Prater [2]	Frank Ables [1]	Richard Cain [2]	OPEN
Destination Ocoee Action Committee	n/a	5-2	n/a	n/a	n/a	n/a	David Washburn	Luther Lyle [2]	Al Shadwick	Matthew Smith [1]	Bob Hill [2]	Robert Moore	Hal Welch [2]
PRT Commission (members up for reappointment due to initial stagger)	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Brian Greer [2], Rosemary Bailes [2], JoAnne Blake [2]			Becky Wise [2], Rick Lacey [2], Mike Wallace [2]			D Pollock [1]
Scenic Highway Committee	26-151	0-2	YES	2X	YES	Jan - March						Scott Lusk [1]	Staley Powell [1]
Library Board	4-9-35 / 18 1	0-9	YES	2X	YES	Jan - March	M. McMahan [P, 1-15]; M. Jacobson [P, 1-15]; W. Caster [2, 1-15]			[P[1-17]]; L. Martin [P[1-17]]; A. Suddeth [2]; C. Morrison [1-17]			
Planning Commission	6-29-310 32-4	5-2	YES	N/A	YES	Jan - March	Brad Kisker	C. W. Richards	David Owensby	Frankie Pearson [1]	OPEN	Gwen McPhail	Mike Johnson
Anderson-Ocoee Behavioral Health Services Commission	2-291	0-7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscela Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open						
Capital Project Advisory Committee (end 1-17)													
Ocoee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV						
Ocoee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Mr. Scott Moulder, Administrator; Mr. Sammy Dickson						
Ten At The Top (TATT)				NO	NO	January	Mr. Dave Eldridge						
ACOG BOD				N/A	NO	January	Council Rep: Ms. Cammick [yearly]; 2 yr terms Rep: Bob Winchester, Minority Rep: Bennie Cunningham						
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open. (Current: B. Dobbins)						

[1] - denotes term, [2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes individual who DOES NOT WISH TO BE REAPPOINTED denotes reapp. Requested
 Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term. denotes haven't heard from

OCONEE COUNTY BOARD/COMMISSION/COMMITTEE

CANDIDATE LISTING

	DX	AT LARGE	REQUEST REAPPOINTMENT	AERONAUTICS	REGULATORY	PLANNING	AGRICULTURE	EDUCATION	TOURISM & REC.	Questionnaire Received Date
Johnson, Mike		X	X			PLAN				January 2017
Morgan, Charles	4	X	X			BZA				January 2017
Donsid, Tim	5	X					AG			August 2016
Gray, Michael		X	X	AER						January 2017
Bryant, David	2		X	AER						January 2017
Rundlett, Frances	2					OCCB				November 2016
Lee, Gary	2						AG			July 2016
Hollifield, Douglas E.	2		X				AG			January 2017
Evans, Kevin G.	2								PRT	January 2017
Cavis, R. Jason	2		X			OCCB				January 2017
Blanton, Rex	3	X	X				AG			February 2017
McKee, Marty	4		X			BZA				January 2017
Adams, Tony A.	4							AH		January 2017
Bulls, William	4						AG			July 2016
Gambrell, Richard	4						AG			August 2016
Land, A. Ed.	4		X				AG			January 2017
Gorman, Janet	4							AH		June 2016
Lyles, Marion	4			AER						October 2016
Prater, Marvin	4		X			OCCB				December 2016
Smith, Shane	4			AER	BCA					November 2016
Ables, Frank	5					OCCB				August 2016
Chiles, Ronald	5		X	AER						October 2016
Menzies, W. John	5					BZA				July 2016
Murphy, Christine	5						AG			August 2016
Conkey, Andrew D.	1								PRT	January 2017
Wroughtby, Vickie M.	5						AG			February 2017
Whiten, Charles	5						AG			July 2016

Questionnaires are maintained on file for one year after removed from consideration unless updated by candidate

Area of Interest <small>[please check one or more]</small>	Board/Commission Applicable to Interests
Aeronautics	Aeronautics Commission
Regulatory	Building Codes Appeal Board
	Parks, Recreation & tourism Commission
	Board of Zoning Appeals
Planning Activities	Appalachian Council of Government Board of Directors
	Board of Zoning Appeals
	Conservation Bank Board (OCCB)
	Planning Commission
	Scenic Highway Committee
Agriculture	Agricultural Advisory Committee
Education	Arts & Historical Commission
	Library Board
Tourism & Recreation	Parks, Recreation & tourism Commission
	Scenic Highway Committee

Updated January 31, 2017

the right to reject any/all quotes and to waive any formalities and technicalities so as to purchase in the best interest of the school district.

REQUEST FOR QUOTATIONS

The School District of George County (SDGC), Sevee, South Carolina will receive written quotes for a Kubota (or direct approved alternative) 75 HP Rubber Tire 5111 Loader until Wednesday, January 19, 2017 at 10:00 a.m. Specifications may be obtained by contacting the Purchasing Department at 864-886-4423 or emailing scdgc@george.k12.sc.us. Quotes may be emailed or hand delivered to the department located at 125 South Cove Rd, Sevee, SC 29672. SDGC reserves the right to reject any/all quotes and to waive any formalities and technicalities so as to purchase in the best interest of the school district.

The Oconee County Council will hold a Public Hearing at 5 p.m., Tuesday, February 7, 2017 in Oconee County Council Chambers for Ordinance 2016-39 "AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE IV, DIVISION 8 OF THE CODE OF ORDINANCES OF OCONEE COUNTY PERTAINING TO THE CAPITAL PROJECTS ADVISORY COMMITTEE AND OTHER MATTERS RELATED THERETO"

The Oconee County Council will hold a Public Hearing at 6 p.m., Tuesday, February 7, 2017 in Oconee County Council Chambers for Ordinance 2016-40 "AN ORDINANCE AMENDING CHAPTER 38 OF THE OCONEE COUNTY CODE OF ORDINANCES, IN CERTAIN LIMITED REGARDS AND PARTICULARS ONLY, REGARDING SET-BACKS AND OTHER MATTERS RELATED THERETO"

The Oconee County Council will hold a Strategic Planning Retreat beginning at 8:30 a.m. Friday, February 3, 2017 in Oconee County Council Chambers.

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 The District of Columbia School Board is seeking proposals for a K-12 school renovation project. The project will be located at 1000 4th Street, N.W. in the District of Columbia. The project will consist of renovating the school building and its surrounding grounds. The project is estimated to cost \$10,000,000. The deadline for proposals is January 19, 2017 at 10:00 a.m. Eastern Standard Time. For more information, please contact the School Board at (202) 724-2000 or visit the website at www.schools.dc.gov.

The Orange County Council will hold a Public Hearing on Tuesday, February 14, 2017 at 6:00 p.m. in the Orange County Courthouse, 201 East Orange Street, Ocala, Florida 32137. The purpose of the hearing is to receive comments on the proposed amendments to the Code of Ordinances of Orange County, Florida, relating to the capital projects advisory committee and other matters related thereto.

The Orange County Council will hold a Public Hearing on Tuesday, February 14, 2017 at 6:00 p.m. in the Orange County Courthouse, 201 East Orange Street, Ocala, Florida 32137. The purpose of the hearing is to receive comments on the proposed amendments to the Code of Ordinances of Orange County, Florida, relating to the capital projects advisory committee and other matters related thereto.

The Orange County Council will hold a Strategic Planning Meeting on Friday, February 10, 2017 in Orange County Courthouse.

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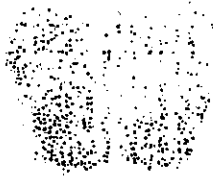
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The Oconee County Council will meet in 2017 on the first and the third Tuesday of each month [excluding July & August which will meet only on the third Tuesday of the month] at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

Oconee County Council will also hold a Planning Retreat in February 2017 [TBD] in Council Chambers to establish short and long term goals.

Additionally, Council will meet on January 2, 2018 at 6:00 p.m. in Council Chambers at which point they will establish their 2018 council and committee meeting schedules.

Additional Council meetings, workshops and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2017 on the following dates/times in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health & Welfare Committee and the Transportation Committee at 5:30 p.m. on the following dates: January 10, April 11, July 11 and October 10, 2017.

The Real Estate, Facilities & Land Management Committee and the Budget, Finance & Administration Committee at 5:30 p.m. on the following dates: February 14, May 9, August 8 and November 14, 2017.

The Planning & Economic Development Committee at 5:30 p.m. on the following dates: March 14, June 13, September 12 and December 12, 2017.